



# Request for Proposal 09-X-20314

## For: Laboratory Information Management System – DHSS

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	6/26/08	5:00 PM
<b>Mandatory Pre-bid Conference</b>	N/A	N/A
<b>Mandatory Site Visit</b>	N/A	N/A
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	7/24/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p><b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)</p>	<p><b>Status</b></p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p><b>Category</b></p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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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

Using Agency

State of New Jersey  
Department of Health and Senior Services  
Division of Public Health and Environmental Labs  
Trenton, New Jersey 08624-0361

Date: June 12, 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 on behalf of the Department of Health and Senior Services (DHSS). The purpose of this RFP is to solicit bid proposals for a Laboratory Information Management System (LIMS) for the DHSS Environmental and Chemical Laboratory. This RFP is for software only.

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 Environmental and Chemical Laboratory Service (ECLS) is an environmental testing laboratory that analyzes thousands of water samples each year for State governmental agencies, County governments, public entities, and private water supply facilities. The laboratory consists of approximately 50 staff located in two (2) separate laboratory facilities, all using personal computers (Windows operating systems) connected to one computer server located at 380 Scotch Road, Ewing Township, New Jersey. The laboratory operates on a fee-for-service test basis, with most of the laboratory results being used to enforce State and Federal environmental standards. The purpose of this RFP is to procure a commercially available "off-the-shelf" (COTS) LIMS that will replace an existing LIMS that is old, obsolete, and no longer supported by the system manufacturer. The current system has caused data inaccuracies, as well as billing and manual inefficiencies not compatible with good business standards.

### **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>.

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>.

### 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>.

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 – 9<sup>th</sup> 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 Agency** – The entity for which the Division has issued this RFP and will enter into a contract.

### **3.0 SCOPE OF WORK**

#### **3.1 GENERAL OVERVIEW OF SCOPE OF WORK**

The contractor shall provide an “off-the-shelf” LIMS software package that is designed, installed, and verified by the contractor and is capable of being customized by the State to meet the changing needs of the laboratory clients. The system shall have a one year warranty, with on-going technical assistance and maintenance for the duration of the contract term. The contractor shall provide guidance with regard to customization.

The proposed LIMS shall be designed for use in an environmental laboratory and shall be capable of managing the laboratory’s data, including but not limited to:

- Sample tracking;
- Sample scheduling;
- Data entry and storage of quality control/quality assurance information;
- Electronic data transfer from instrument to LIMS;
- Storage of instrument calibration data, analyst training certificates, and instrument repair records;
- Electronic data transfer to user clients;
- Maintaining of chemical inventories;
- System security features;
- Generalization of client billings; and
- Customized hardcopy and softcopy report generation.

#### **3.2 EXPECTED BENEFITS**

The proposed system shall provide improved accuracy, user interface, and timeliness to the laboratory’s internal data handling, client data reporting, and client billing activities. The system shall include enhanced electronic capabilities such as LIMS/instrument interfaces, electronic data reporting, test scheduling, electronic client billing, and maintaining chemical reagent inventories. Internal electronic data handling and sample tracking are minimum activities required for the daily operation of an environmental laboratory.

#### **3.3 PROPOSED SCHEDULE**

The contractor shall complete this project in three (3) stages: LIMS installation and configuration; system verification (validation and parallel test); and staff training on LIMS operation and maintenance.

##### **3.3.1 LIMS INSTALLATION**

Within three (3) months of contract award, the contractor shall set up, install, and configure the LIMS software on the designated ECLS server at 380 Scotch Road, Ewing Township, New Jersey.

##### **3.3.2 SYSTEM TESTING/LIMS VERIFICATION**

System testing shall be conducted after the system has been installed and customized. Within three (3) months of contract award, the contractor shall demonstrate and verify the system operation to the State Contract Manager. The contractor shall work with the Laboratory IT Team to demonstrate and verify functionality of the LIMS package, as well as any custom features that are incorporated.

The contractor shall provide a system validation package which includes a test plan that is reviewed with the client. System verification shall be conducted in two (2) phases. Phase one shall test the system functionality using the validation package provided by the contractor. The second phase shall consist of a parallel test. This test shall compare the results of the new custom application against the existing LIMS.

The new LIMS shall run in a parallel test with the existing system for a minimum of five (5) business days without errors. The new LIMS system shall be monitored with Microsoft Operations Manager running on the server to access the system performance.

### **3.3.3 SYSTEM TRAINING**

Within four (4) months of contract award, the contractor shall provide on-site training to the Laboratory IT Team in proper installation, configuration, system administration, and maintenance of the system. Training shall consist of three (3) days on-site training. The contractor shall provide a copy of the LIMS training manual on a CD along with appropriate end user/administrator training guides.

The system shall include context sensitive on-line help throughout the application.

### **3.4 CONTRACTOR STAFFING**

The contractor shall provide the appropriate number of qualified staff to install, verify, and provide training to ECLS staff.

### **3.5 ROLE OF STATE TECHNICAL STAFF AND KNOWLEDGE TRANSFER**

All questions concerning the installation, verification, and training on the LIMS shall be directed to the State Contract Manager who is responsible for the laboratory's sample accessioning and IT functions. The State Contract Manager is responsible for approving the final installation of the LIMS and coordinating the transfer of the laboratory's testing operations from the old system to the new system. This effort shall also be coordinated with the laboratory's data reporting activities with other State agencies and data systems.

### **3.6 BUSINESS REQUIREMENTS**

The system shall continue the business processes associated with the current LIMS – receiving, recording, scheduling, tracking, and reporting results on environmental samples for clients. The system shall also store quality control and quality assurance information and electronically transfer data from the instrumentation to the LIMS.

The system shall be a stand alone system and not impact on any other system.

Users of the system include employees of ECLS laboratories and stake holders which are primarily employees of New Jersey Departments of Environmental Protection, Transportation, Military and Veteran's Affairs, the United States Geological Survey and New Jersey's Consumer Health Services program.

### **3.7 CONTRACTOR REQUIREMENTS**

The contractor shall be experienced in LIMS with a minimum of 12 environmental laboratory LIMS installations.

The contractor shall secure a website where service packs can be downloaded 24 hours per day, provide free upgrades, and a dedicated account manager with active maintenance. The contractor shall also be ISO 9001:2000 certified.

The contractor shall provide unlimited technical phone support on a toll-free number from 8:00 AM to 5:00 PM eastern standard time, Monday through Friday and shall coordinate and disseminate all technical and programmatic issues with the State Contract Manager.

### 3.8 LIMS WARRANTY

The contractor shall provide a one year warranty on the LIMS at no additional cost to the State.

### 3.9 SAMPLE TRACKING

The LIMS shall:

- Provide a laboratory sample numbering format which is user configurable instead of by selecting from a fixed list of formats.
- Store unique field sample identification numbers that are configurable by the user and linked to the LIMS sample number.
- Integrate with portable field collection devices that utilize Windows Mobile Technology, allowing field collectors to collect field data and upload that data from any location that provides Internet access.
- Automatically calculate the sample hold times associated with the minimum time available for initiation of sample analysis based upon user input.
- Be capable of following the progress of samples throughout the analytical process and include integrated bar coding, sample login, chain of custody, price quoting, and billing.
- Group samples into work lists, preparation batches, and QC batches by user definable selection criteria such as by batch, sample number, client, project, test, method, department, etc.
- Provide a query function to retrieve sample information by work order, sample number, client, analysis, project test, department, date range, site, or other information for many functions throughout the LIMS.
- Have the ability to read a variety of bar code fonts and generate bar code labels representing laboratory and field sample identification numbers.
- Provide sample log-in and sample tracking capabilities capable of distinguishing samples being analyzed in-house versus those submitted to other governmental and/or contract laboratories. In-house analyses, as well as samples submitted to other laboratories, shall be tracked separately. The LIMS shall also enable the user to change the status of a sample from "in-house" to "contractual".
- Generate sample backlog reports identifying current sample workloads.
- Identify samples with completed client requested analysis and designate for sample disposal.

### 3.10 SAMPLE SCHEDULING

The LIMS shall automatically log-in and schedule samples for a client/project in advance of the sample collection event. This feature shall address a variety of scheduling frequencies, including hourly, daily, weekly, biweekly, monthly, semi-annually, and annually or via a special study.

### 3.11 DATA ENTRY AND STORAGE OF QUALITY CONTROL/QUALITY ASSURANCE INFORMATION

The user shall have the ability to retrieve test results, both manually and directly from the analytical instrumentation.

The system shall provide integration of simple calculations for the generation of sample analytical results.

Data shall be transferred to an "archive" location. The end user shall have the ability to view this data without restoring the data into the "active" location.

The system shall track quality control, including sample replicates, matrix spikes, quality control check standards, and blanks.

The user shall have the ability to create quality charts based upon quality control data that has been entered into the system.

The system shall link all quality control data to the associated sample, test data, and batch run.

The system shall calculate quality control results and automatically flag all quality control data which is not within user defined quality control limits.

### 3.12 ELECTRONIC DATA TRANSFER FROM INSTRUMENT TO LIMS

Electronic data shall be imported directly from the analytical instrumentation, both manually and automatically by scanning directories.

### 3.13 STORAGE OF INSTRUMENT CALIBRATION DATA, ANALYST TRAINING CERTIFICATES, AND INSTRUMENT REPAIR RECORDS

The system shall store and maintain records pertaining to the instrument's calibration data, as well as historical records on all instrumental repairs. Records pertaining to formal and informal training obtained by analysts shall be stored and maintained.

### 3.14 ELECTRONIC DATA TRANSFER TO USER CLIENTS

The LIMS shall include data import and export capabilities from MS Office Suite and ASCII Data on a CD or via the LIMS network. Examples of output data is provided in Attachments 1 and 2. (See Attachment 3 for a sample processing summary.)

### 3.15 MAINTAINING OF CHEMICAL INVENTORIES

The system shall maintain an inventory of all chemicals used in the environmental laboratory, including but not limited to chemical name, expiration date, location of storage, and vendor used for procurement.

### 3.16 SYSTEM SECURITY FEATURES

A system for supervisory data review and approval of all analytical results shall be included. The network administrator shall have the ability to control user access to data.

Changes made to any data field shall be audited and tracked by the system. Audit information shall include the name of the individual that made the change, date/time changed, original value, new value, and reason the data was changed.

Web reporting software shall support SSL (secure socket layer) to ensure data security and shall generate canned XML preliminary and final reports, provide a news editor, and provide one click capability to inactivate user accounts. DHSS' OITS will be responsible for obtaining SSL certification and installing it on the server.

The application shall support a single sign-on process that includes the user's log-on id and password.

### 3.17 GENERATION OF CLIENT BILLINGS

The system shall provide automatic reporting and client billings for completed work orders that includes, at a minimum, client agency, sample number, test performed, charge per test, and final charge.

### 3.18 CUSTOMIZED HARDCOPY REPORT GENERATION

The LIMS shall:

- Contain fully configurable reports directly within Microsoft Access.
- Automatically report numeric results to the number of significant figures and decimal places as specified by the user.
- Have the ability to enter text values into the result field.
- Automatically report as "less than" any numerical data value which is less than the method detection limit specified by the user.

### 3.19 ADDITIONAL TECHNICAL REQUIREMENTS

The proposed software shall be capable of operating on the laboratory's existing Dell server with Microsoft Windows 2003 Operating System. (See Attachment 4 for Dell Server specifications.)

The LIMS client operating system shall be Windows XP (2002) or higher.

Client portions of the application shall be created solely with Microsoft Access and shall allow additions of tables, queries, forms, reports, macros, and modules to the LIMS and the database engine, SQL server.

The system shall have the ability to add functions to the program main menu and all other screens allowing the database administrator to keep the LIMS current with user needs.

The software shall be licensed to accommodate an unlimited number of users at two (2) separate locations without user fees, additional fees for on-line instrumentation, or any new users.

The system shall include a cost tracking capability which tracks analyst time and workloads.

All software updates shall be compatible with user definable configuration, as long as user definable configuration is done in accordance with contractor recommendations.

The system shall utilize a Structured Query Language (SQL) database, such as Oracle or Microsoft SQL server, to store information in tables. Any proposed LIMS with a proprietary database engine will not be considered.

The system shall have NWA Quality Analyst Statistical software integration and referential integrity.

The contractor shall articulate minimum system requirements for the server. Appendix 1 provides existing LIMS server specifications.

### 3.20 DETAILED SPECIFICATIONS

#### 3.20.1 PROJECT INITIATION

Within five (5) days of contract award, the contractor shall conduct a meeting with laboratory staff that will be involved with overseeing the project. The meeting shall be held at the laboratory. The purpose of the meeting is to discuss the contractor's next steps for installation and verification of the LIMS, including the projected dates for project initiation.

#### 3.20.2 PROJECT MANAGEMENT

During the first month of the project, the contractor shall meet with the State Contract Manager on a weekly basis to discuss the project's status and progress. The contractor shall provide the State Contract Manager with a written progress report. A revised mutually agreed upon meeting frequency will be developed after the first month and will continue until conclusion of the project.

#### 3.20.3 QUALITY MANAGEMENT

Standards for the contractor's installation and verification of the LIMS include demonstrating and verifying the functionality of the LIMS package, as well as any custom features that are incorporated.

#### 3.20.4 DATA CONSIDERATIONS

Neither Data Warehouses nor Data Mart will be required.

The contractor shall provide instrumentation interfaces for web access.

Ten (10) percent of samples shall have parallel testing on the new system and the current system for one month to assure accuracy and precision of results.

#### 3.20.5 USER ACCEPTANCE

Once the parallel test is complete and the server is within acceptable performance measures, to the State DHSS will sign off on the system as being complete.



Acceptable performance on the server is defined as CPU utilization below 80% and system response time under two (2) seconds. Response time is considered the time to navigate from one screen to the next and/or the amount of time the system takes to update a transaction.

### **3.21 LIMS TECHNICAL REQUIREMENTS**

#### **3.21.1 STATE TECHNOLOGY REQUIREMENTS AND STANDARDS**

The contractor shall meet the State of New Jersey Shared IT Architecture requirements

#### **3.21.2 SYSTEM SECURITY**

NJDHSS OITS staff shall provide system security and support to the system.

#### **3.21.3 INFORMATION SECURITY**

The proposed LIMS is for the sample tracking and data reporting of environmental data only. No personal or health related information shall be associated with this system.

#### **3.21.4 SYSTEM PERFORMANCE AND RELIABILITY**

NJDHSS OITS staff shall provide performance and reliability checks as the server and the LIMS is implemented with a mutually agreed upon response time.

#### **3.21.5 HOSTING AND BACK-UP SERVICES**

The server and LIMS shall reside on site at Sierra Park Lab. The contractor is not required to provide hosting or back-up services.

## **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/09x20314.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 **seven (7) full, complete, and exact copies and one (1) unbound, complete and exact copy** of the original 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.

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/09x20314.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/09x20314.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/09x20314.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/09x20314.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/09x20314.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/09x20314.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/nibgs](http://www.nj.gov/nibgs) 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/09x20314.shtml>.

### 4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

## 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/09x20314.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/09x20314.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 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/09x20314.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 should contain at least the following information:

The bidder must submit a flowchart illustrating the technical environment of the proposed LIMS with its bid proposal.

##### **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**

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

##### **4.4.4.3 CONTRACT SCHEDULE**

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

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

##### **4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN**

Not applicable to this procurement.

##### **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, 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-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

##### **4.4.5.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured 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 should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide 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.

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/09x20314.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/09x20314.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 two (2) additional periods of up to one (1) year, 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 120 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 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.

#### **5.10 NEWS RELEASES**

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

#### **5.11 ADVERTISING**

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

#### **5.12 LICENSES AND PERMITS**

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

## 5.13 CLAIMS AND REMEDIES

### 5.13.1 CLAIMS

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

### 5.13.2 REMEDIES

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

### 5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL 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.

### 5.14 LATE DELIVERY

Not applicable to this procurement.

### 5.15 RETAINAGE

Not applicable to this procurement.

### 5.16 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.

### 5.17 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.

## 5.18 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.

## 5.19 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.

## 5.20 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, 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."

## 5.21 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.

## 5.22 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/09x20314.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.

#### 5.22.1 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.

#### 5.23 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/09x20314.shtml>.

#### 5.23.1 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.

#### 5.23.2 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 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State 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.

### 5.23.3 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.

### 5.24 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in 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/09x20314.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.

### 6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/09x20314.shtml>.

### 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:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

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 or 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>, 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>, 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](http://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/09x20314.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/09x20314.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/08x20314.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 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.

**JULY 7, 2008**

To: All Interested Bidders

**RE: RFP # 09-X-20314**

Laboratory Information Management System – DHSS

Bid Due Date: **July 24, 2008** (2:00 p.m.)

**ADDENDUM #1**

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

**PART 1**  
**LABORATORY INFORMATION MANAGEMENT SYSTEM**  
**Bid Number 09-X-20314**

ANSWERS TO QUESTIONS

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

#	Page #	RFP Section Reference	Question	Answer
1		General	I have left a couple of e-mails. I am looking to speak to someone personally that is managing the LIMS RFP. Can someone please call me regarding several questions we have?	This question was handled by the IT Manager.
2		General	Please provide a listing of the instruments and devices to be interfaced to the LIMS. Please specify the number of instruments of each type from each manufacturer and the software used at the instrument workstation level. Which devices or instruments have only RS232 or serial output available? Are all of the instruments connected to the network currently? Are the serial devices connected to the network?	It is not DHSS's intent to directly interface its instrumentation or serial devices directly to the LIMS. These instruments are not currently connected to the network. Currently, only printers (some with RS232 connections) are connected to the LIMS. It is DHSS's intent to continue to use the instrument's controlling PCs or stand alone PCs, for non-automated test methods, to upload the electronic results to the LIMS through the local area network.
3		General	What data such as tests, methods, limits, clients, reporting information, and other metadata is available electronically for import to the LIMS tables? Is there data which will need to be manually transcribed into the LIMS tables?	Currently, there is no metadata available electronically to import into LIMS tables. There are quite a few analyses whose results require manual input into the LIMS. These include, but are not limited to, pH, residue, BOD, alkalinity, color, odor, turbidity, dissolved oxygen, and bacteriological analyses.
4	5	Section 1.2	What is the existing LIMS?	The existing LIMS runs on an HP UNIX server and is a Hewlett-Packard product called LABUX. This is a vintage 1990 product.
5	11 & 12	Sections 3.3.2 & 3.3.3	The RFP specifies three (3) months for installation, with training to begin in four (4) months. In configurable systems (versus those that require customization) a major part of the training will occur during the LIMS configuration before the final version of the LIMS is completed and ready for deployment. What resources and time allotments will DHSS provide during the discovery, gap analysis, and configuration phases of the project? Will there be full time access to one or more of the DHSS project team?	Members of the DHSS Laboratory IT Team will be available during all phases of the installation, training, configuration, and customization. DHSS IT Team staff will always be accessible.

#	Page #	RFP Section Reference	Question	Answer
6	12	Section 3.3.3	Will additional days of on-site training be acceptable? How many projected users in the lab will need to be trained? Can the on-site training be conducted in a phased approach by type of users?	There are approximately 50 users in the laboratory that will require training. On-site training may be phased in depending upon the type of user. The initial training on the system administration and operation will be with the IT staff (two staff members). Additional training may be provided for the system users, laboratory program managers and analysts, and may be tailored to their needs and responsibilities.
7	12	Section 3.6	The RFP specifies unlimited users. How many chemists/analysts are there in the enterprise who will be allowed to enter data, review data, generate reports, and plot SQC charts? How many users will need read-only access to data for progress reporting, final reports, exception viewing and any other functions that do not require new data entry, editing of tests, sample sites, and methods?	Access to the LIMS will be restricted to DHSS staff only. At a minimum, the system must be capable of supporting 30 concurrent users. All DHSS users (approximately 50) require access to the LIMS for data entry. In general, however, no more than 10 to 12 users are on the LIMS at any one time. A typical user (analyst) will access the LIMS to generate a workload list and enter or print results, an activity that takes approximately 10 to 15 minutes to complete. Laboratory supervisors access the LIMS to review and approve results entered by the laboratory analyst.
8	13	Section 3.7	Is it mandatory that the contract be ISO 90001:2000 certified? Can a contractor that is not ISO 90001:2000 certified still be considered for an award?	ISO 90001:2000 certification is a requirement of the contractor. A contractor that is not ISO 90001:2000 certified will not be considered for award.
9	13	Section 3.9	Please provide an example of the needed login format. How many and what type of characters are required for the login (sample numbering format)? Please provide an example of the portable field collection devices used and type of data/file format needed.	See Attachment 1 for current sample login format. There are no portable field collection devices in use at this time. The type of hand held devices that may be used in the future will depend upon the capability of the new LIMS.
10	13	Section 3.9	Please describe the expected workflow for running samples using web access? Will there be persons in the lab to load samples, select instrument methods such as temperature gradients, check liquid levels, and perform all of the tasks required in normal instrument operation? Is the intent of the requirement to be able to view sample results only, or to actually operate instruments remotely with no hands-on access to the instruments?	Running samples using web access is not a requirement of this RFP. There are currently no plans to operate instruments remotely or to run any samples using web access. Analytical outputs from the instrumentation will be reviewed on the instrument's controlling PC, or stand alone PCs for non-automated test methods, and uploaded to the LIMS through

#	Page #	RFP Section Reference	Question	Answer
				the local area network.
11	14	Section 3.12	The RFP states that electronic data shall be imported directly from the analytical instrumentation, both manually and automatically by scanning directories. Please provide a sample format of this data.	Electronic data will not be imported directly from the analytical instrumentation at this time, nor will there be automatic input by scanning directories. Data from instrumentation will be imported to personal computers, reviewed and formatted for input to the LIMS. This transfer will take place from a PC to the LIMS through the local area network.
12	14	Section 3.12	Please describe scanning directories. Will importing and exporting data from the instruments be considered the same as scanning directories?	Historically, scanning directories have not been employed by DHSS. Importing and exporting of data files from instrumentation to the LIMS will be accepted.
13	14	Section 3.13	The RFP states that the system shall store and maintain records pertaining to the instrument's calibration data, as well as historical records on all instrumental repairs. Please provide sample calibration data.	RFP Section 3.13 makes reference to the "instrument's calibration data", when it should have referenced "sample analytical results". The sample analytical results shall consist of: sample results; minimum detection limits; reporting levels; quality control results (including, but not limited to lab fortified blanks, sample blanks, duplicates and spike duplicates).
14	15	Section 3.16	Will pdf copies of data be acceptable? Will posted preliminary sample data be acceptable?	Copies of preliminary data and PDF copies of data will be acceptable as long as system security features provide audits of data fields stored within the LIMS including the name of the individual that made the change, date/time changed, original value, new value and reason the data was changed.
15	15	Section 3.19	How many people will be logged into the LIMS at any one time? Is there a primary location where the LIMS will be accessed and the DHSS would like the two (2) separate locations to have unlimited access to the primary location? If so, how many users will need access at the primary location and how many users will need access from the other two (2) separate locations? Do all these users from the different locations need the same type of access (unlimited) or is their access limited to only certain functions of the LIMS. Will the State consider a user license based on a per user cost? What if a contractor cannot provide an unlimited license to an unlimited amount of users? Will the	The Sierra Park lab is the primary location and most users will access the system from this location. There are two lab groups located at the downtown Trenton laboratory facility that will also have access to the LIMS. There are approximately 10 users located at the downtown Trenton laboratory facility that will require the same user access as all ECLS analysts. The software shall accommodate users at both locations. Concerning user license, see question 7 above.

#	Page #	RFP Section Reference	Question	Answer
			State still consider a proposal based on a concurrent user license fee structure? If so, provide the best estimate on the amount of concurrent users needed for the LIMS.	
16	15	Section 3.19	The RFP specifies that client portions of the application shall be created solely in Microsoft Access. Our LabLite SQL LIMS has configurable screens written in MS Visual Basic. Is this a satisfactory option or a discriminator?	The Microsoft Access requirement was determined to be too restrictive and subsequently will be deleted.
17	16	Section 3.19	The RFP specifies that the system shall have NWA Quality Analyst Statistical software integration. Does the State own a license to this third party software now, and is it possible to utilize our company's current data reduction and analysis capabilities without any additional costs?	The NWA Quality Analyst Statistical software requirement was determined to be too restrictive and subsequently will be deleted.
18	16	Section 3.19	Additional Technical Requirements – Please provide Appendix.	Technical requirements are as specified in the RFP.
19	16	Section 3.19	Will the LIMS database be SQL server?	The LIMS database will be Oracle SQL.
20	16	Section 3.19	The Microsoft website even warns of possible problems using Access in systems with more than 5-10 users and touts the robust flexibility of SQL Server as the preferred option. In view of the limitations of Microsoft Access, why does DHSS consider using Access forms for configurations?	See question 16 above.
21	16	Section 3.20.3	Quality Management – Please describe any desired custom features.	Nothing defined at this time.
22	16	Section 3.20.4	The RFP requires the contractor to provide instrumentation interfaces for web access. Does the State have a specific list of instruments that they would like to have interfaced?	See question 10 above.
23	17	Section 3.21.1	Please provide a location to review (i.e., the web) or send as an attachment the Shared IT Architecture requirements for the State of NJ.	<a href="http://www.state.nj.us/it/ps/it_arc_hitecture.pdf">http://www.state.nj.us/it/ps/it_arc_hitecture.pdf</a>
24		Attachment 5	Attachment 5 appears to be one page however, a second page is blank. Should there be a second page? If so, please forward it so we can review the full price sheet to fully respond to this bid.	Attachment 5 is only one page. There are a total of eight (8) price lines.

**PART 2**  
**LABORATORY INFORMATION MANAGEMENT SYSTEM**  
**Bid Number 09-X-20314**

ADDITIONS, DELETIONS, CLARIFICATIONS AND MODIFICATIONS TO THE RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
7	12	3.6	<p><b>Delete</b> – “Users of the system include employees of ECLS laboratories and stake holders which are primarily employees of New Jersey Departments of Environmental Protection, Transportation, Military and Veteran’s Affairs, the United States Geological Survey and New Jersey’s Consumer Health Services program.”</p> <p><b>Modification</b> – “Access to the LIMS will be restricted to ECLS employees only. At a minimum, the system must be capable of supporting 25 concurrent users. Clients of ECLS’s testing services include the New Jersey Departments of Environmental Protection, Transportation, Military and Veteran’s Affairs, the United States Geological Survey and New Jersey’s Consumer Health Services program.”</p>
2, 11 & 12	14	3.12	<p><b>Delete</b> - “Electronic data shall be imported directly from the analytical instrumentation, both manually and automatically by scanning directories.”</p> <p><b>Modification</b> – “The LIMS must be capable of accepting electronic data from the instrument controlling PC, or stand alone PCs for non-automated test methods, via the local area network.</p>
13	14	3.13	<p><b>Delete</b> – “The system shall store and maintain records pertaining to the instrument’s calibration data, as well as historical records on all instrumental repairs. Records pertaining to formal and informal training obtained by analysts shall be stored and maintained.”</p> <p><b>Modification</b> – “The system shall be capable of storing and maintaining records pertaining to the sample analytical result, as well as historical records on all instrumental repairs. Sample analytical results shall consist of: sample results; minimum detection limits; reporting levels; quality control results (including, but not limited to lab fortified blanks, sample blanks, duplicates and spike duplicates). Records pertaining to formal and informal training obtained by analysts shall be stored and maintained.”</p>
16	15	3.19	<p><b>Delete</b> – “Client portions of the application shall be created solely with Microsoft Access and shall allow additions of tables, queries, forms, macros, and modules to the LIMS and the database engine, SQL server.”</p> <p><b>Modification</b> – “Client portions of the application shall allow additions of tables, queries, forms, macros, and modules to the LIMS and the database engine, SQL server.”</p>
17	16	3.19	<p><b>Delete</b> – “The system shall have NWA Quality Analyst Statistical software integration and referential integrity.”</p> <p><b>Modification</b> - “The system shall have statistical software support.”</p>
10	16	3.20.4	<p><b>Delete</b> – “The contractor shall provide instrumentation interfaces for web access.”</p>

## ATTACMENT 1

### Current Sample Login Format

The current LIMS login format uses alpha numeric characters exclusively. The batch (a group of samples received from one sampler from a specific area) number includes the last two digits of the year, three letters identifying the submitter and a number that starts with 1 at the beginning of the year and increments with every new batch belonging to the same three letter group. Example- 08SDW00001 – year 2008, Safe Drinking Water was the submitter and 1 was the first batch received for the new year.

Required fields for batches include:

The date and time sample received by laboratory  
Name of sample submitter  
Bill code  
Chain of Custody yes / no  
Special data reporting? Tier I – Data Package / Tier II – Routine Reporting

The sample information includes:

Sample collector  
Field identification number  
Date and time of sampling  
Sample Matrix – water / other  
Potable water - yes / no  
Water type

Analyses: (specific analysis requests are assigned in this section but the list of analytes is not included here.)

Inorganic Testing  
    General Chemistry  
    Metals  
Organic Testing  
    Pesticides by GC  
    Volatiles by GC/MS  
    Semi-volatiles by GC/MS  
Radiation  
Bacteriology



July 21, 2008

To: All Interested Bidders

**Re: RFP #09-X-20314  
Laboratory Information Management System – DHSS**

Original Bid Due Date: July 24, 2008 (2:00 PM)

**Revised Bid Due Date: July 31, 2008 (2:00 PM)**

### **ADDENDUM #2**

The following constitutes Addendum #2 to the above referenced solicitation.

Please be advised that the bid opening date has been changed from July 24, 2008 to July 31, 2008. The forms required upon bid submission have been uploaded and are now on the website.

All other instructions, terms, and conditions of the RFP shall remain the same.