



# Request for Proposal 06-X-37378

## For: Data Access Services: Web-Based Investigative and Locator Data

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	5/25/06	4:00 PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for important details about the new electronic bid option.)	Not Applicable	
<b>Mandatory Site Visit</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information.)	Not Applicable	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	6/28/06	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.

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

RFP Issued By

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

Using Agency/Agencies

State of New Jersey  
Cooperative Purchasing Members

Date: May 2006

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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 State of New Jersey and the Cooperative Purchasing Partners. The purpose of this RFP is to solicit bid proposals for web-based investigative and locator data services.

The intent of this RFP is to award a contract to those responsible bidders whose bid proposals, conforming to this RFP are 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 01 20 06) 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.

The State will require the successful bidders to extend the contract(s) awarded to the Purchase Bureau's Cooperative Purchasing Members. These members include counties, municipalities, school districts, volunteer fire departments, first-aid squads, independent institutions of higher learning, county colleges and state colleges. 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, e.g., Port Authority, of which the State of New Jersey is a member. There are over 1,800 partners included in the State's Cooperative Purchasing Program. Bidders must be able to satisfy the product and service demands of this contract that will be used by the State and its Cooperative Purchasing Members.

Although the State is making the use of any contract resulting from this RFP available to non-state agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation. This RFP and the resulting contracts are not intended to provide products and/or services contained in other State contracts. The State reserves the right to issue separate RFPs for any products and/or services covered by this RFP.

### **1.2 BACKGROUND**

The services covered by this procurement have been available to agencies in State government through term contracts for many years. The agencies making use of the services requested herein have indicated a need for continued access to these services. The agencies have been using online research services to support investigations (both civil and criminal); screening of persons and firms; and for news research.

This is a reprocurement of the On-Line Investigative & Locator Services term contract, presently due to expire on 9/30/2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract (T-1616) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### 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.shtml>

**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.**

### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

#### 1.4.2 BIDDER RESPONSIBILITY

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

#### 1.4.3 COST LIABILITY

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

#### 1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. 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.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### 1.4.5 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.

#### 1.4.6 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 5.2, 5.2.1, 5.2.2 and 5.2.3.

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

**State** – State of New Jersey.

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

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

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

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Batch Processing** – A quantity of subjects about whom investigative and/or locator information is needed, with the investigative/locator information for the subjects gathered by the contractor as a service for and provided to the Using Agency.

### **3.0 SCOPE OF WORK**

This contract requires the capability to access an online service 24 hours a day, 7 days a week for conducting investigative searches. This information shall include the location of individuals and businesses, identifying assets, and uncovering and verifying background information. The contractor shall assume sole responsibility for delivery of all products and services. The Division will consider the contractor to be the sole point of contact with regard to all contractual matters.

### **3.1 REQUIRED SERVICES**

Information provided through these services may be grouped into two broad categories, public records, typically from government and public sources, and general news and corporate information, typically from commercial or private sources. Inquiries will be based on the name of an individual person, a probable residence location or other personal identification, or inquiries may be based on similar information regarding a business or corporate entity. The contractor's web-based service must respond to the user's inquiry by providing additional information related to the inquiry subject.

The contractor's service shall provide for file downloads to the user's computer in two (2) or more of the following formats: Rich Text Format (.rtf), Corel WordPerfect (.wpd), Microsoft Word (.doc), Adobe Acrobat (.pdf). File downloads and remote printing must be available at the user's PC and/or network attachable printer.

Featured below is a list of the needed services. The contractor must provide access to at least half (50%) of items "a" through "s" listed below and, upon Using Agency request, be prepared to substantiate the validity of the information. The contract resulting from this RFP specifically precludes the contractor from providing access to primary and secondary sources of legal research through the services of this contract.

- a. **Address update and verification information** – Individual's most current address, a minimum of seven (7) years of address history, Social Security number and date of birth based on information supplied to creditors. Where possible, also supply current telephone number with valid area code.
- b. **Business Credit Reporting** – Company reported sales and growth figures along with a company profile which shall identify company principals, number of years in business, primary and secondary SIC code. Detail the financial/credit background of a business by providing account types, established payment terms, payment history and average balances.
- c. **Civil Judgments** – Name of debtor, name of plaintiff, court, date, judgment type and amount, case number, and a minimum of seven (7) years history for civil judgment information.
- d. **Court Searches** – Federal, U. S. District Court, Civil and Criminal, and State Courts, Upper and Lower. Provide name of defendant, name of plaintiff, court, date, case number, case type and current status.
- e. **Corporation and Limited Partnerships** (U.S. and international, when available) – Verify whether a business is registered as a corporation or other type business in a

- selected state or country. Provide information concerning officers of the corporation as well as the original filing date, address and history of mergers, name changes and other transactions.
- f. **Criminal Records** – National and 50 States records as available. Name, Social Security number of the individual, date of birth, criminal charge (text and/or statutory citation), place of incarceration, length of sentence and date and terms of release.
  - g. **Death Records by Name** – Decedent name, Social Security number, date of birth and death, the state and year of Social Security number issuance, city and state of last residence, and zip code of individual receiving lump sum death benefit.
  - h. **Employment Records** – 50 states' records providing name and Social Security number of employee, employer, employer FEIN, and term of employment, if known.
  - i. **F.A.A. Aircraft Ownership** – All aircraft owned by an individual or business. Provide the year, make, model and registration date of each aircraft, as well as the owner's name and address.
  - j. **Federal Bankruptcy Court Filings and Docket Entries** – Names and addresses of an individual or business that has filed bankruptcy. Provide Social Security number and detailed information concerning the bankruptcy filing, including a listing of creditors named in the filing.
  - k. **Motor Vehicle Records** – 50 States, District of Columbia and U.S. protectorates as available. Name, address of business/individual and list of all motor vehicles (including automobiles, trucks, motorcycles, boats, trailer, etc.) owned/registered to subject business/individual in all. Provide the year, make, and model of vehicles. Also provide the above information based upon vehicle license plate number.
  - l. **National Change of Address** – Provide new address information for individuals based on changes of address filed with various magazines, publishing companies and US Postal Service.
  - m. **News Services** – Current and historic news coverage for both national and international events that may include business, criminal and general political sources.
  - n. **Professional License Search** – Verify whether an individual or business is licensed to perform specific services. Provide license number, date of issuance, status, expiration dates as recorded by state licensing authorities, and disciplinary history, permits, and certifications, when available.
  - o. **Real Property Ownership and Most Recent Transfers** (current and historic) – From county and local records, provide the real property holdings of a company and/or individuals, including any data on closing agreements, mortgage, deed, and lien information.
  - p. **Real Property Search by Property and/or Mailing Address** (current and historic) – From county and local tax records identify the owner(s) of a specific parcel of property; include the legal parcel Lot/Block numbers, assessed land, improvement, and total value assessment.

- q. **Social Security Search** – Name and address of an individual associated with SSA for credit purposes.
- r. **Tax Liens, Federal and State** – Debtor name, type of lien, filing date, amount of lien (or amount due), taxpayer (FEIN) ID number, court location, and taxing agency. Additionally the State is interested in medical liens, when available.
- s. **Telephone Reverse Directory** – Business and residential listings in the United States based on phone number search. Results to deliver name and address of the holder of a given telephone number as listed with the local telephone company. Cellular telephone number data is desirable.

### 3.2 OPTIONAL SERVICES

The following data may also be provided by the contractor:

- a. **Consumer Credit Reporting** – A seven year history, if permitted under Federal Consumer Reporting Act, of an individual credit activity including: credit accounts, balances, credit inquiries and payment history. Also provide a match of the creditor's SSA number and employment information. This information must be consistent with what is permitted under the Federal Fair Credit Reporting Act
- b. **Credit Header Searches** – Name and address information from credit reports on individuals. Must provide the ability to search credit header information both by name only and by address only.
- c. **Neighborhood Searches** – Based upon a specific address, match occupant name, telephone number and length of residence. Also provide similar information for up to 30 neighbors and a demographic profile of the neighborhood.
- d. **OSHA Inspections, Accidents and Violations** – Name, address, county and number of employees at the site of an OSHA inspection. Also give the type of inspection; accidents; penalties; violations; failure to abate history.
- e. **Registered Voter** – Statewide voter registration files to provide names and addresses of registered voters.
- f. **UCC (Uniform Commercial Code) Searches** – Verify whether specific assets of an individual or business is secured by another party through a UCC at the State level. Provide the name of each debtor.

### 3.3 TECHNICAL REQUIREMENTS

Standard web browser software shall be the only tool necessary to access the online services provided by the contractor. The contractor's online services must maintain compatibility with current releases and patches of Internet Explorer and Netscape Navigator.

At the Using Agency's request, the contractor shall install and maintain a T1 data connection at the Using Agency with a contractor-provided router.

The contractor's service must include password protection to prevent unauthorized access. The contractor shall provide monthly reports of user activity and, if requested by the State, shall provide yearly reports of connect time based on Using Agency, Using Agency division<sup>1</sup> and/or user passwords.

The contractor shall provide a mechanism by which online research sessions are automatically terminated if no activity is recognized, i.e., no transactions performed, within any given fifteen (15) minute period after successful connection with the contractor's site.

The procurement of third-party gateway services is beyond the scope of this contract. Proposals for such products shall not be offered by the contractor and will not be considered by the State.

During all online research sessions, the contractor shall preclude any internet "pop-ups" or advertisements of any kind from displaying during the user's research session.

The contractor shall not make use of any type of spying or advertising software (i.e., spyware and adware, respectively) within its data services. Client stubs and/or cookies, if necessary for system performance or functionality, must be kept as small as possible. The storage of client or other confidential information in stubs and/or cookies must be avoided.

The State shall be able to add or delete logon IDs and passwords. Tier placement shall be determined on a monthly basis and be based on the number of current logons on the first day of each month. Auditing of the logon IDs shall be conducted by the contractor on a monthly basis. The State shall be able to add or delete logon IDs during the month without incurring additional charges or expecting credits for that month unless the addition or deletion of logons exceeds the original tier limits, high or low, by more than ten (10) users.

The contract shall not impose any limit to the number of simultaneous users, nor limit in any manner the amount of access time. Access may be limited to any group or type of IP addresses identified by the State to be within a secure domain.

The service should be capable of performing specialized searches using natural language, Boolean logic as well as by use of expanded terms, universal characters and wildcard characters (i.e., a search for *electric?*, where "?" is a wildcard, will return variations such as *electrical, electricity, electrician*; and a search on *gr\*y*, where "\*" is a wildcard, will return matches for *grey*, or *gray*.)

The service should provide for graphic interface link analysis software that operates in both Internet Explorer and Netscape to allow for visualization of search results.

### 3.4 TRAINING

The contractor must provide training free of charge for Using Agency employees. The training shall focus on accessing the web-based research tools proposed under Section 3.1 and must include the following minimum elements in the course syllabus:

- Accessing the website

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<sup>1</sup> Using Agency divisions will be identified by the Using Agency and provided to the contractor during account establishment.

- Becoming familiar with the available databases, record collections and resources
- Conducting simple searches
- Saving search results
- Conducting subsequent searches within search results
- Conducting complex searches
  - Boolean logic
  - Nested searches
  - Wild card searches
  - Constructing an efficient search
  - Constructing searches that can be saved and rerun in the future
- Printing search results
- Downloading search results to the user's computer
- Using the online help
- Using online tutorial(s); if available

The contractor shall be responsible for training all end-users and for training State personnel to be trainers who would then train the end-users (known as "train the trainer"), depending upon which option the Using Agency chooses upon placing an order pursuant to the contract resulting from the RFP. The contractor shall provide all handouts, course materials, users quick reference guides, etc., for all password holders no matter what type of training they receive. The contractor must also provide an electronic copy of all training materials to the Using Agency upon request.

Classes shall be conducted at Using Agency locations within the State of New Jersey. The Using Agency shall ensure that class size in all instances does not exceed fifteen (15) students. The contractor must be able to accommodate training for up to five (5) Using Agencies on the same date. The Using Agency is responsible for providing computers for the trainees and the instructor(s), projector(s), whiteboard(s), flipchart(s), web access, etc.

The contractor should make its New Jersey area training facilities available for additional training locations at the Using Agency's request. If the Using Agency wishes to avail itself of the contractor's New Jersey training facilities, then the contractor must provide computers, projector(s), whiteboard(s), web access, etc.

In addition to hands-on training, contractors shall offer telephonic and online tutorial training sessions to Using Agencies. Such training shall be accessed directly by valid logon ID holders of the contract service.

### 3.5 SUPPORT SERVICES

Support services shall be available via a toll-free, staffed telephone number, 24 hours per day / 7 days per week, to respond to users' questions. Support must be provided from within the North American continent, i.e. offshore resources shall not be used for any contract resulting from this RFP.

The contractor may, at its option, also provide a website or equivalent methodology for technical assistance *in addition to the required telephonic support.*

### 3.6 INVOICING

The contractor shall provide the Using Agency with a monthly invoice. The invoice may be submitted to the Using Agency in electronic format or paper format, provided the electronic format can be printed in a legible, convenient manner for processing by accounting offices. The monthly invoice must provide service utilization details by each logon ID (named user), including the costs associated with the logon ID's monthly activity, and the connect time and/or number of transactions conducted.

### 3.7 COST-RELATED PROVISIONS

- a. Monthly Flat Fee Access: The contract shall provide access to its investigative research databases on a monthly flat fee according to the tiers and prices provided in this RFP. Discounts offered should be clearly identified.
- b. Optional Services: If purchased, the contractor shall provide the optional services included in the list of optional services or products provided in this RFP. Subscription to these services and/or products will impose an additional monthly rate on top of the monthly flat fee. The contractor shall invoice on these options according to the corresponding price lines of this RFP. Discounts offered should be clearly identified.
- c. Transactional Costs. The contractor shall provide access to each of its investigative research databases on a per transaction basis. The contractor shall invoice the State based on the corresponding price lines in this RFP. Discounts offered should be clearly identified.
- d. Batch processing. The contractor shall receive and process Using Agency requests for batch processing via security File Transfer Protocol (FTP). File layout for batch processing shall be developed jointly by the Using Agency in consultation with the contractor. The contractor shall invoice the Using Agency for this service based on the number of matches.

### 3.8 CHANGES AND ADDITIONS

The contractor shall notify the State in writing when new services, products, content and/or databases become available. Should new items become available during the term of the contract, which would change the fixed pricing of the contract if added, the contractor shall allow the State and all current subscribers within the State of New Jersey a 30-day free trial period for the new item(s). This trial period shall be for evaluation purposes to determine whether or not the new item(s) has sufficient relevance to State work. At the conclusion of the 30-day free trial period, the contractor must request in writing to the Division of Purchase and Property that the contract be amended to include these item(s), with clear definition of the impact on pricing. New items, i.e., services, products, content and/or databases, may only become a part of the contract resulting from this RFP upon acceptance by the Division of Purchase and Property. The State shall be under no obligation to defray costs associated with free trial periods without its express prior consent.

Additional services shall be added to the contract through the appropriate, available price line. The additional service and its associated costs shall be delineated via the tier structure and/or per transaction basis. Using Agencies will not be required to adopt the new services, but may

elect to purchase them if desired. Using Agencies will be allowed to continue using and/or contracting for only the original services offered in the original contract issued as a result of this RFP.

The contractor shall continue to provide, at no additional or increased cost, access to any portion of a restructured database or enhanced research collection to which the State is already contracted to receive access.

The contractor shall make available to the State any enhancements or upgrades to either the contractor's website or search engine features at no additional cost.

## **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.

### **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/06x37378.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 **eight (8) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

In addition, the bidder must submit three (3) full, complete, and exact ELECTRONIC copies of the original proposal in PDF file format to be viewable by State evaluators using Adobe Acrobat Reader software on compact disk (CD).

### **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/06x37378.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/06x37378.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/06x37378.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/06x37378.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/06x37378.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/06x37378.shtml> must be completed and submitted with the bid proposal.

#### 4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

##### 4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary%3cbid#.shtml>).

This is a contract with set-aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage

(<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.shtml>). Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.shtml>). Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

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

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.shtml>).

##### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.shtml>).

##### **4.4.3.3 SERVICES SOURCE DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.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:

##### **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

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

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of fourteen (14) days.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational within fourteen (14) days of the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of fourteen (14) days.

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

The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period covering fourteen (14) days.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

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

#### 4.4.4.5 POTENTIAL PROBLEMS

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

#### 4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, 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.

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)

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

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

- b. Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.**
- c. 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.
- d. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- e. 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.
- f. 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 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.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 01 20 06, 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 (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.shtml>). If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director.

### 5.3 CONTRACT TRANSITION

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

### 5.4 CONTRACT AMENDMENT

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

### 5.5 CONTRACTOR RESPONSIBILITIES

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

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

## 5.6 SUBSTITUTION OF STAFF

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

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

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

## 5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 01 20 06 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

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

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

### 5.15 RETAINAGE

The amount of retainage is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.shtml>. The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

### 5.16 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 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.

#### **5.21 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 01 20 06, located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.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.

##### **5.21.1 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.

#### **5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 01 20 06**

NJ Standard Terms and Conditions version 01 20 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.shtml>).

##### **5.22.1 PATENT AND COPYRIGHT INDEMNITY**

Section 2.1 of the NJ Standard Terms and Conditions version 01 20 06 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.

### 5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 01 20 06, 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 01 20 06.

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

### 5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 01 20 06 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.

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

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

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

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

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

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

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

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 TECHNICAL EVALUATION CRITERIA**

- a. The bidder's general approach and plans in meeting the requirements of this RFP.
- b. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- c. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- d. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

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

### 6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the prices bid for price lines 00001 through 00011, located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x37378.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.

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

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. 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.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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, confirming 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/06x37378.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 01 20 06 of the RFP, unless previously approved by the Director and the Treasurer.

#### **7.2 FINAL CONTRACT AWARD**

Contract awards shall be made with reasonable promptness by written notice to that responsible bidders, whose bid proposals, conforming to this RFP, are 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**

Not applicable to this procurement.

## **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.

**Advertised Bid Proposal  
2007-X-37378  
Addendum #1 – Electronic Questions and Answers**

**Data Access Services: Web-Based Investigative and Locator Data**

**Advertised Bid**

**Proposal Number:** 2007-X-37378

**Advertised Bid**

**Proposal Issue Date:** 5-11-2006

**Bid Opening**

**Date / Time:** 6-28-2006, 2:00 PM Eastern Time

**Set-Aside Category:**

Subcontracting Small Business

The text for RFP Section 4.4.5.7, "Financial Capability of the Bidder" is deleted in its entirety and replaced with the following language:

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.

**Question #1:** **Is the State opposed to joint responses to this RFP? We have a comprehensive business database, however, we do not provide some of the consumer or social security number data in the RFP. Is it appropriate for us to consider joining forces with an alliance partner that has that data?**

Answer: Pursuant to RFP Section 1.4.6, a joint venture is permitted to respond to this RFP.

**Question #2:** **Section 1.2 - Background, page 5: In viewing some of the State's contracts with vendors presently, these contracts for services are based on the vendor's GSA schedules. However, the methodology for this statewide procurement is not based on any federal supply schedule. Can the State indicate the rationale behind the change in procurement methodology?**

Answer: The State's current contracts for services are *not* based on GSA schedules to the State's knowledge. If some bidders have indeed utilized their respective GSA pricing as a guideline or baseline in developing a bid proposal for the State of New Jersey, the State is unaware that they have done so.

**Question #3:** **Section 1.3.2, Submission of Bid Proposal, page 6 – The address provided includes a PO Box. We typically ship our proposals via FedEx, which does not deliver to PO Boxes. Do you have an alternate address for FedEx shipments?**

Answer: RFP Section 1.3.2 provides the State's physical location for courier delivery, in which case the Post Office Box information can be disregarded.

**Question #4:** **Section 3.1, Required Services, page 11, last paragraph before the listing of needed services ("a" through "s") – The last sentence of this paragraph states: "The contract resulting from this RFP specifically precludes the contractor from providing access to primary and secondary sources of legal research through the services of this contract." Please clarify why contractors would be precluded from providing access to these sources.**

Answer: The vendors awarded a contract as a result of this RFP are precluded from providing access to primary and secondary sources of legal research because the State has a term contract in place for the provision of such services, namely "On-Line Legal Research Services" (T-2311).

**Question #5:** **Section 3.1, Required Services, page 11: Can the State provide projected and/or historic usage rates for each of the Required Services?**

Answer: Usage is spread throughout a number of disparate State agencies and cannot at this point be accurately compiled. As an alternative, expenditure data for State agencies, i.e., not including the Cooperative Purchasing Partners, is provided below.

<u>NJ Fiscal Year</u> <u>(July 1–June 30)</u>	<u>Expenditures</u>
2003	\$ 447,424
2004	\$ 2,143,576
2005	\$ 1,012,712
2006 (to date)	\$ 825,219
Total Expenditures.....\$ 4,428,931	

**Question #6:** **Section 3.1, item "m", page 12: How does the State want the News Services Information delivered, i.e., batch, interactive, XML, etc.?**

Answer: As stated in RFP Section 3.1, the contractor must provide web-based services and, in the case of file downloads, the contractor must provide the downloads in .rtf, .wpd, .doc. and/or .pdf format. These requirements apply to News Services (RFP Section 3.1m).

Batch processing is a separate and distinct issue, the file format and layout for which will be jointly developed by the Using Agency in consultation with the contractor, per RFP Section 3.7d.

**Question #7:** **Section 3.3, Technical Requirements, page 13: Does the State require a Service Level Agreement (SLA) for the T1 data connection? If so, are the standard SLAs offered by the telecom provider acceptable?**

Answer: The contractor must be the point of contact for all service issues related to the T1 connection(s).

**Question #8:** **Section 3.3, Technical Requirements, page 13: Is the T1 data connection intended for general use, or will it be limited to accessing the services provided under this RFP?**

Answer: The T1 data connection will be limited to accessing the services provided under the contract resulting from this RFP.

**Question #9:** **Section 3.3, Technical Requirements, page 13: Does the State have an existing telecommunications provider contract under which the T1 will be procured?**

Answer: The State has an existing telecommunications contract under which a T1 could be procured, and a separate contract through which a router could be procured. As a matter of convenience, this RFP permits a Using Agency to obtain an investigative/locator-dedicated T1 data connection and router, inclusive of installation and maintenance, from a single vendor via one State contract. Using Agencies will not be permitted to obtain a T1 data connection from the contract resulting from this RFP for any purpose other than dedicated investigative and locator data services via the web.

**Question #10:** **Section 3.3, Technical Requirements, page 13 – What is the maximum number of T1 data connections that would be required from the contractor?**

Answer: The State projects that no more than five (5) T1 connections will be needed during the term of the contract.

**Question #11:** **Section 3.3, Technical Requirements, page 14: How should the vendor respond if Third Party Gateway Services are included in the vendor's standard product offerings?**

Answer: The State has not solicited any information nor published any RFP requirements relative to a bidder's third-party gateway services. Therefore the State will not evaluate such services if they are included as part of a bidder's proposal.

**Question #12:** **Section 3.4, Training, page 14: Can the State provide projected and/or historic usage rates for training? How many Using Agencies and end users are projected to participate in training?**

Answer: The State projects that initial training will be needed for 1,500 users within the first two (2) months of service, with continuing training needs of 100 users/month for the first six (6) months. After the first 6 months, it is projected that 50 users/month will be trained for the term of the contract.

**Question #13:** **Section 3.7, Cost-Related Provisions, item d, page 16 – Please define what you mean by the term "matches." Is pricing to be presented on a per-hit basis?**

Answer: As used in RFP 3.7d, a "match" is the record(s) or result(s) that successfully fulfills the search criteria for one entity that is part of a batch of Using Agency subjects.

The file layout for batch processing shall be jointly developed by the Using Agency in consultation with the contractor. The contractor shall invoice the Using Agency for this service based on the number of matches. Therefore, the specifications for determining "matches" will be defined between the Using Agency and the contractor based upon information requested. Matches must be determined as providing "added value" to the Using Agency.

**Question #14:** **Section 3.8, Changes and Additions, page 16: Does this section refer to existing products and services included in the vendor's bid, new products offered by the vendor, or both?**

Answer: This section pertains to new products offered by a contractor. If an existing product already offered on contract is re-packaged or reformulated into a differently titled product, but offers essentially the same content, then this would not be considered a new product.

**Question #15:** **Section 3.8, Changes and Additions, page 16: Is it the expectation of the State that any new product offered by the vendor, regardless of the status of the product on the contract, will be offered to the State for 30-days at no charge, or does this apply only to new products under evaluation for addition to the contract?**

Answer: [RFP Section 3.8](#) pertains only to new products under evaluation for addition to the contract.

**Question #16:** **Section 3.8, Changes and Additions, page 17: Does the State intend to request "enhancements or upgrades" to be provided at no additional cost, or is this language intended for enhancement or upgrades that apply to all of the vendor's customers?**

Answer: The "enhancements and upgrades" discussed in [RFP Section 3.8](#) pertain only to product changes that a contractor applies to its product(s) for all its customers. In addition, if the contractor repackages or enhances an existing database product already on its contract with the State, the State will consider that database product after repackaging and/or enhancement to be the same product for contractual purposes.

**Question #17:** **Section 4.4.1, Forms that Must be Submitted with Bid Proposal, page 18 – The New Jersey Department of the Treasury website included a "Cooperative Purchase Form" in the list of RFP documents. However, Section 4.4.1 did not mention this form. Please advise if it should be included in our response, and if so, where.**

Answer: [RFP Section 4.4.3.4](#) is added to the RFP as follows:

[4.4.3.4 Cooperative Purchasing Form](#)

The bidder should complete and include with its bid response the Cooperative Purchasing Form.

**Question #18:** **Section 4.4.4.3, Contract Schedule, page 21 – Please provide more detail regarding what information you would like to see in a contract schedule.**

Answer: The contract schedule should include the "ramp up" period for a contractor to put its resources in place for the contract, creation of accounts, initial training for new users, and a continuing training schedule.

**Question #19:** **Section 4.4.4.4, Mobilization and Implementation Plan, page 21 – Is the mobilization and implementation period 14 business or calendar days? What processes would new customers use to sign up for investigative services? Can you elaborate on what you mean by detailed timetable for the mobilization and implementation period?**

Answer: Section 4.4.4.4 refers to 14 business days. During the 14 day period, the contractor will be provided with account and user information. The timetable discussed in Section 4.4.4.4. should provide an outline of the steps and tasks involved from receiving the initial account/user information, to creating the accounts, and providing user IDs, literature and training for all users within the accounts.

**Question #20:** **Section 4.4.5, Organizational Support and Experience, page 22: Does the State wish to obtain information related to personnel to support the contract with the State as a whole or does the State wish to see details regarding personnel who will support agencies, including end users?**

Answer: The State is interested in the personnel commitment and experience levels to support the contract, as well as specific detail on the personnel that will locally service the account in areas of account administration and end user training.

**Question #21:** **Section 6.3.2, Bidder's Price Schedule, page 34: Will any price lines aside from 00001 through 00011 be used for evaluation purposes?**

Answer: The State cannot provide any evaluation information at this time other than what is provided in RFP Section 6.3. In addition, RFP Section 6.3.2, "Bidder's Price Schedule" is deleted in its entirety and replaced with the following language:

For evaluation purposes, bidders will be ranked according to the prices bid for price lines 00001 through 00042, located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07x37378.shtml>.

**Question #22:** **Section 6.1, Proposal Evaluation Committee, page 33 – Please indicate the roles/titles of the Evaluation Committee members and what agencies they are from.**

Answer: Information about the composition of the State's Evaluation Committee cannot be divulged until the Evaluation Committee Report becomes available when the Letter of Intent to Award is released.

**Question #23:** **Section 6.2, Oral Presentation and/or Clarification of Bid Proposal, page 33 – When would the evaluation period be completed? Would the committee engage in product evaluations requiring user IDs? If so, please indicate how many IDs would be needed and a time frame of this evaluation. When would the training for the evaluation committee occur?**

Answer: The evaluation process will be complete when the State's Evaluation Committee reaches a decision as to which bidders are to be awarded a contract. A specific period of time cannot be provided. It is possible that the State Evaluation Committee will require a product evaluation period, however, a time period cannot be estimated. The number of IDs is estimated to be approximately twelve (12). The training for the Evaluation Committee, if needed, will be arranged when the timing and number of participants is determined.

**Question #24:** **Section 6.3.1, Technical Evaluation Criteria, item a, page 33 – Will the technical criteria be weighted differently to indicate different levels of importance? If so, please identify those weights.**

Answer: Additional information about the evaluation process and/or the evaluation criteria and their weights cannot be provided prior to the bid submission date.

**Question #25:** **Section 6.3.2, Bidder's Price Schedule, page 34 – Does the pricing have a weight assigned to it, relative to the technical criteria? If so, what is the weight for pricing?**

Answer: Additional information about the evaluation process and/or the evaluation criteria and their weights cannot be provided prior to the bid submission date.

**Question #26:** **Section 6.4, BAFO, page 34: Is the RFP intended to select a single vendor to provide the Services, or does the State intend to award to multiple vendors?**

Answer: The State intends to award multiple vendors.

**Question #27:** **Attachment 1, Price Sheet – Please clarify Section 3.7.d, Batch Processing, regarding the different levels of "% or less of using agency requests in batch matched and/or satisfied." In doing so, please provide an example of how pricing would be implemented here.**

Answer: A Using Agency will arrange with a contractor to have a batch of inquiries researched for the Using Agency by the contractor. If, during the first year of the contract, a Using Agency provides a batch of 100 Social Security Numbers and the contractor is able to provide added-value matches for 78 of the 100 Social Security Numbers, then price line 00067 would be applicable, i.e., 100 items in the original Using Agency batch with a 78% match rate. Similarly, a batch of 200 items in Year 2 of the contract with a 39% added-value match rate would utilize price line 00056.  
Refer also to Question #13.

**Question #28:** **Attachment 1, Price Sheet – The existing State contract has user tiers to accommodate smaller user groups, e.g., 3-5, 6-10, 11-20, 21-50. However, the smallest tier in Attachment 1 of RFP 07-X-37378 is 1-50. This pricing model does not accommodate the smaller state agencies. Would you consider modifying the tiers to accommodate these smaller agencies? Moreover, the line numbers in Attachment 1 are grouped in threes. Please explain why this is the case.**

Answer: The State has modified the price schedule (attached hereto) to include multiple small tiers in place of the original 1-50 user tier. The price line identifying numbers are grouped because the first number correlates to Year 1 prices, second number to Year 2 prices, and the third number to Year 3 prices, e.g., 00001 is Year 1 pricing, 00002 is Year 2 pricing, and 00003 is Year 3 pricing for 1-5 passwords to access the required services in RFP Section 3.1.

**Question #29:** **Attachment 1, Page 1: If vendor provides more than one online service for accessing data, how should the vendor indicate pricing of its various systems?**

Answer: The bidder may submit one (1) price per price line for access to all information sources available from that bidder.

**Question #30:** **Attachment One, Page 1: Can the State provide average usage numbers for the past year based on the pricing model?**

Answer: Please refer to question 5 above.

**Question #31:** **Attachment One, Page 1: Can the State provide the average number of transactions for each password / end user?**

Answer: Please refer to question 5 above.

**Question #32:** **Attachment One, Page 1: Does the State equate "passwords" with "end users"? Specifically, can the vendor assume that a single password will not be shared across multiple end users?**

Answer: A "password" is the equivalent of an "end user". A single password may not be shared across multiple end users.

**Question #33:** **Attachment One, Page 1: Would the State consider transaction-based pricing instead of password-based pricing if it can be shown that it is in the State's best interest? For example, National Change of Address can be provided at a significantly lower cost relative to Business Credit Reporting. The Pricing Schedule as included in the RFP prevents vendors from offering lower prices for lower cost services.**

Answer: Price line 00107 permits the bidder to provide transactional pricing.

**Question #34:** **Attachment 1, Page 2: Please define "Match" and "Satisfied". Would the State consider defining these terms for each Using Agency? Match logic and match rates are dependent on the data sources selected, quality of input provided by the Using Agency, and the Using Agency's specific business rules.**

Answer: Refer to the answer to Question #13.

**ATTACHMENT 1 – PRICE SHEET**

BIDDER:	NUMBER: 07-X-37378 OPEN DATE / TIME : JUNE 28, 2006, 2:00 PM ET T-NUMBER: T-1616
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LINE NOS.	COMMODITY OR SERVICE DESCRIPTION	QTY	UNIT	UNIT PRICE YR 1	UNIT PRICE YR 2	UNIT PRICE YR 3
<b>TIERED PRICING FOR REQUIRED SERVICES</b>						
00001 - 00003	COMMODITY CODE: 920-02-062265, 062266, 062267 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 1 – 5 PASSWORDS	1	MONTH			
00004 - 00006	COMMODITY CODE: 920-02-062268, 062269, 062270 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 6 – 10 PASSWORDS	1	MONTH			
00007 - 00009	COMMODITY CODE: 920-02-062271, 062272, 062273 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 11 – 20 PASSWORDS	1	MONTH			
00010 - 00012	COMMODITY CODE: 920-02-061903, 061904, 061905 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 21 – 50 PASSWORDS	1	MONTH			
00013 - 00015	COMMODITY CODE: 920-02-061906, 061907, 061908 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 51 – 100 PASSWORDS	1	MONTH			
00016 - 00018	COMMODITY CODE: 920-02-061909, 061910, 061911 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 101 – 200 PASSWORDS	1	MONTH			
00019 - 00021	COMMODITY CODE: 920-02-061912, 061913, 061914 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 201 – 300 PASSWORDS	1	MONTH			
00022 - 00024	COMMODITY CODE: 920-02-061915, 061916, 061917 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 301 – 400 PASSWORDS	1	MONTH			
00025 - 00027	COMMODITY CODE: 920-02-061918, 061919, 061920 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 401 – 500 PASSWORDS	1	MONTH			
00028 - 00030	COMMODITY CODE: 920-02-061921, 061922, 061923 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 501 – 750	1	MONTH			

LINE NOS.	COMMODITY OR SERVICE DESCRIPTION	QTY	UNIT	UNIT PRICE YR 1	UNIT PRICE YR 2	UNIT PRICE YR 3
	PASSWORDS					
00031 - 00033	COMMODITY CODE: 920-02-061924, 061925, 061926 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 751 – 1,000 PASSWORDS	1	MONTH			
00034 - 00036	COMMODITY CODE: 920-02-061927, 061928, 061929 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 1,001 – 1,500 PASSWORDS	1	MONTH			
00037 - 00039	COMMODITY CODE: 920-02-061930, 061931, 061932 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 1,501 – 2,000 PASSWORDS	1	MONTH			
00040 - 00042	COMMODITY CODE: 920-02-061933, 061934, 061935 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.1, REQUIRED SERVICES, 2,001 AND MORE PASSWORDS	1	MONTH			
<b>SECTION 3.7.D, BATCH PROCESSING, 30% OR LESS OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED</b>						
00043 - 00045	COMMODITY CODE: 920-02-061936, 061937, 061938 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 30% OR LESS OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 1 – 50 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00046 - 00048	COMMODITY CODE: 920-02-061939, 061940, 061941 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 30% OR LESS OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 51 – 100 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00049 - 00051	COMMODITY CODE: 920-02-061942, 061943, 061944 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 30% OR LESS OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 101 – 200 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00052 - 00054	COMMODITY CODE: 920-02-061945, 061946, 061947 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 30% OR LESS OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 201 – 500 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			

LINE NOS.	COMMODITY OR SERVICE DESCRIPTION	QTY	UNIT	UNIT PRICE YR 1	UNIT PRICE YR 2	UNIT PRICE YR 3
00055 - 00057	COMMODITY CODE: 920-02-061948, 061949, 061950 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 30% OR LESS OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 501 OR MORE ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
<b>SECTION 3.7.D, BATCH PROCESSING, 31 TO 60% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED</b>						
00058 - 00060	COMMODITY CODE: 920-02-061951, 061952, 061953 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 31 TO 60% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 1 – 50 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00061 - 00063	COMMODITY CODE: 920-02-061954, 061955, 061956 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 31 TO 60% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 51 – 100 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00064 - 00066	COMMODITY CODE: 920-02-061957, 061958, 161959 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 31 TO 60% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 101 – 200 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00067 - 00069	COMMODITY CODE: 920-02-061960, 061961, 061962 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 31 TO 60% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 201 – 500 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00070 - 00072	COMMODITY CODE: 920-02-061963, 061964, 061965 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 31 TO 60% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 501 OR MORE ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
<b>SECTION 3.7.D, BATCH PROCESSING, 61 TO 89% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED</b>						
00073 - 00075	COMMODITY CODE: 920-02-061966, 061967, 061968 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA	1	UNIT			

LINE NOS.	COMMODITY OR SERVICE DESCRIPTION	QTY	UNIT	UNIT PRICE YR 1	UNIT PRICE YR 2	UNIT PRICE YR 3
	SECTION 3.7.D, BATCH PROCESSING, 61 TO 89% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 1 – 50 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.					
00076 - 00078	COMMODITY CODE: 920-02-061969, 061970, 061971 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 61 TO 89% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 51 – 100 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00079 - 00081	COMMODITY CODE: 920-02-061972, 061973, 061974 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 61 TO 89% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 101 – 200 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00082 - 00084	COMMODITY CODE: 920-02-061975, 061976, 061977 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 61 TO 89% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 201 – 500 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00085 - 00087	COMMODITY CODE: 920-02-061978, 061979, 061980 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 61 TO 89% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 501 OR MORE ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
<b>SECTION 3.7.D, BATCH PROCESSING, 90 TO 100% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED</b>						
00088 - 00090	COMMODITY CODE: 920-02-061981, 061982, 061983 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 90 TO 100% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 1 – 50 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00091 - 00093	COMMODITY CODE: 920-02-061984, 061985, 061986 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 90 TO 100% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 51 – 100 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY	1	UNIT			

LINE NOS.	COMMODITY OR SERVICE DESCRIPTION	QTY	UNIT	UNIT PRICE YR 1	UNIT PRICE YR 2	UNIT PRICE YR 3
	NUMBERS, ETC.					
00094 - 00096	COMMODITY CODE: 920-02-061994, 061995, 061996 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 90 TO 100% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 101 – 200 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00097 - 00099	COMMODITY CODE: 920-02-061997, 061998, 161999 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 90 TO 100% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 201 – 500 ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
00100 - 00102	COMMODITY CODE: 920-02-162000, 162001, 162002 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA SECTION 3.7.D, BATCH PROCESSING, 90 TO 100% OF USING AGENCY REQUESTS IN BATCH MATCHED AND/OR SATISFIED, WHERE BATCH CONSISTS OF INFORMATION REQUEST FOR 501 OR MORE ENTITIES, I.E., NAMES, COMPANIES, ADDRESSES, SOCIAL SECURITY NUMBERS, ETC.	1	UNIT			
<b>T1 DATA CONNECTION</b>						
00103 - 00105	COMMODITY CODE: 920-02-162003, 162004, 162005 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA T1 DATA CONNECTION, INCLUSIVE OF INSTALLATION, MAINTENANCE, AND ROUTER	1	EACH			
<b>OPTIONAL SERVICES</b>						
00106	COMMODITY CODE: 920-02-162006 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA ADDITIONAL FLAT MONTHLY RATE FOR OPTIONAL SERVICE ***LIST SERVICE(S) AND APPLICABLE RATE(S) ON SEPARATE SHEET OF PAPER***	1	NET	CHECK ONE: <input type="checkbox"/> SEE ATTACHED SHEET(S) <input type="checkbox"/> NOT BID		
<b>TRANSACTIONAL PRICING</b>						
00107	COMMODITY CODE: 920-02-162007 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA PER TRANSACTION PRICE ***LIST TRANSACTION COST(S) FOR EACH DATABASE AND/OR INFORMATION TYPE ON SEPARATE SHEET OF PAPER***	1	NET	CHECK ONE: <input type="checkbox"/> SEE ATTACHED SHEET(S) <input type="checkbox"/> NOT BID		
<b>ADDITIONAL SERVICE(S) VIA CHANGES AND ADDITIONS AFTER CONTRACT AWARD</b>						
00108	COMMODITY CODE: 920-02-062008 DATA ACCESS SERVICES: WEB-BASED INVESTIGATIVE AND LOCATOR DATA ADDITIONAL SERVICE(S) PER RFP SECTION 3.8	1	NET	FOR FUTURE USE. DO NOT WRITE IN THIS BLOCK		

**Advertised Bid Proposal  
2007-X-37378  
Addendum #2 – Revised Bid Opening Date**

**Data Access Services: Web-Based Investigative and Locator Data**

**Advertised Bid  
Proposal Number:** 2007-X-37378

**Advertised Bid  
Proposal Issue Date:** 5-11-2006

**Bid Opening  
Date / Time:** 7-26-2006, 2:00 PM Eastern Time

**Set-Aside Category:** Subcontracting Small Business

Please be advised that due to flooding and also the budget impasse, bid opening services were not provided as originally scheduled for this solicitation.

The new bid opening date for this RFP is July 26, 2006.

**Advertised Bid Proposal  
2007-X-37378  
Addendum #3 – Revised Bid Opening Date**

**Data Access Services: Web-Based Investigative and Locator Data**

**Advertised Bid  
Proposal Number:** 2007-X-37378

**Advertised Bid  
Proposal Issue Date:** 5-11-2006

**Bid Opening  
Date / Time:** 8-10-2006, 2:00 PM Eastern Time

**Set-Aside Category:** Subcontracting Small Business

Please be advised that the bid opening date for this RFP has been changed to August 10, 2006.

# State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

## **STANDARD TERMS AND CONDITIONS:**

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

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

- 1.1 BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

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- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

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

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

- a. Commercial General Liability Insurance: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Commercial General Liability Insurance occurrence coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
  - \$1,000,000 BODILY INJURY, EACH OCCURRENCE
  - \$1,000,000 DISEASE EACH EMPLOYEE
  - \$1,000,000 DISEASE AGGREGATE LIMIT

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

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

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**3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

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

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
    - a. Issue an award notice for those offers accepted by the State;
    - b. Return all bond securities to those who have not been issued an award notice.

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

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

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

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

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## **3.5 TERMINATION OF CONTRACT**

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

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

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

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

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

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

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

#### **4. TERMS RELATING TO PRICE QUOTATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.