

Request for Proposal 08-X-39598

For: Credit Card Processing Services, State of New Jersey

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to <u>RFP Section 1.3.1</u> for more information.)	9/18/07	Close of Pre-bid Conference
Non-Mandatory Pre-bid Conference	09/18/07	9:30 A.M.
Mandatory Site Visit	N/A	TIME
Bid Submission Due Date (Refer to <u>RFP Section 1.3.2</u> for more information.)	10/25/07	2:00 PM

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

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

Using Agency/Agencies

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

State of New Jersey

Date: August 27, 2007

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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 Executive and Judiciary Branches of New Jersey State Government. The purpose of this RFP is to solicit bid proposals for payment gateway and acquiring processor services required for the receipt of payments to the State via a variety of electronic means of payment, e.g., credit cards, debit cards, e-check, etc.

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

The NJ Standard Terms & Conditions version 05 09 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.

1.2 BACKGROUND

The State has been accepting credit card payments for over ten years. Over this time period, the use of this form of payment to the State has grown tremendously. In FY '06, the State accepted payments of over \$70 million via electronic payment. The currently available numbers for FY '07 show a projected increase over FY '06 (Attachment 1). From an initial survey of State agencies, it appears that the use of electronic payment will grow considerably over the next several years, with some potentially significant increases coming in the near future. Please see Attachment 2 for a compilation of the future uses of electronic payment that have been provided by State agencies to date. A list of agencies with Merchant Identification (ID) numbers is provided in Attachment 3.

The current contract covers only acquiring processor services. Executive Branch agencies contract separately with firms for e-payment gateway services under Delegated Purchase Authority. The Judiciary has developed its own e-payment gateway.

As credit card transactions increase in the future, the Judiciary may expand its use of VT technology to include the use of software or Web page applications which simulate credit card terminal functionality on a computer. The Contractor should be prepared technically to offer this service, but no such functionality is required at this time.

There are three important purposes for this procurement: 1) To realize the maximum amount of savings in terms of the cost of accepting electronic payments by aggregating these services under one contract, i.e., by combining both the Executive and Judiciary's needs for acquiring processor services; 2) To streamline the Executive Branch's ability to implement the acceptance of electronic payment through establishing an enterprise-wide contract for both acquiring processor and e-payment gateway services under one contract; and, 3) To expand the means for accepting electronic payments that are now afforded by current technology, e.g., debit cards and e-check.

This is a re-procurement of the "Merchant Card Payment Services" term contract, presently due to expire on December 31, 2007.

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(ies) directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address: <http://www.State.nj.us/treasury/purchase/directions.htm>. They are also listed in Section 1.3.3.

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

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

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

1.3.3 OPTIONAL PRE-BID CONFERENCE

The date and time of the Optional Pre-Bid Conference is indicated on the cover sheet, as well as below. The location, date and time of the Mandatory Pre-Bid Conference will be as follows:

September 18, 2007
9:30 A.M.
New Jersey State Purchase Bureau
Ninth Floor Bid Room
33 West State Street
Trenton N.J. 08625

Attendance at the Optional Pre-bid Conference is **not** mandatory. However, since the purpose of the Optional Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP, vendors are urged to attend.

Vendors may request copies of the tapes of the conference and they will be copied and shipped as soon as possible. However it is noted that this will in no way change the Bidder's Electronic Questions Due Date.

Copies of the tapes can be obtained by contacting Barbara O'Connell at (barbara.oconnell@treas.state.nj.us)

Directions to the Purchase Bureau are as follows:

The Purchase Bureau is located at 33 West State Street, which is a half block east of the State House. The directions below will take you to the parking garage across the street from the building.

FROM NORTHERN NEW JERSEY:

From Northeast New Jersey Via Route 1:

Take Route 1 South toward Trenton. Just north of Trenton, Route 1 splits into two roads. Stay to the left (do not use Route 1 Alternate). From Route 1, take the Perry Street exit and at the light turn left onto Perry Street. At the fourth traffic light, turn left onto Warren Street. At the second traffic light, turn right onto West State Street. At the next corner, turn right onto Chancery Lane. A half block up is a multilevel parking garage on the left. You must pay to park here; or

From Northeast New Jersey Via the NJ Turnpike:

Take the NJ Turnpike south to Exit 7A. Follow I-195 West until it ends, then follow signs for Route 29, which bears to the left. When the freeway ends, continue on Route 29 North and take the Calhoun Street exit. At the first traffic light, turn right onto West State Street. Pass the State House and go through the next traffic light. At the next corner, turn left onto Chancery Lane. A half block up is a multilevel parking garage on the left. You must pay to park here.

From Northwest Jersey:

Take Route 31 South to I-95 South to Exit 1, (Route 29). Follow Route 29 South for five miles to the Calhoun Street exit. At the first traffic light, turn right onto West State Street. Pass the State House and go through the next traffic light. At the next corner, turn left onto Chancery Lane. A half block up is a multilevel parking garage on the left. You must pay to park here.

FROM SOUTHERN NEW JERSEY:

If using the Turnpike,

take Exit 7A and follow the directions from Northeast New Jersey via the NJ Turnpike.

If using I-295 North,

take Exit 60 to Route 129 and follow the directions for using Route 206 North beginning with Route 129.

If using Route 206 North,

about 4 miles before reaching center-city Trenton, take the I-295 Exit but, once on the interstate highway, follow the signs for Route 129, not I-295. After passing three traffic lights, Route 129 merges with Route 1 North. Take the first exit (Perry Street). At the end of the exit ramp, turn left onto Perry Street. At the fifth traffic light, turn left onto Warren Street. At the second traffic light turn right onto West State Street. At the next corner, turn right onto Chancery Lane. One-half block up is a multilevel parking garage on the left.

From South Jersey Via the NJ Turnpike:

Take the NJ Turnpike south to Exit 7A. Follow I-195 West until it ends, then follow signs for Route 29, which bears to the left. When the freeway ends, continue on Route 29 North and take the Calhoun Street exit. At the first traffic light, turn right onto West State Street. Pass the State House and go through the next traffic light. At the next corner, turn left onto Chancery Lane. A half block up is a multilevel parking garage on the left. You must pay to park here

From the Jersey Shore:

Take I-195 West, then follow the directions from Northeast New Jersey via the NJ Turnpike.

1.4 ADDITIONAL INFORMATION**1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

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

<http://www.State.nj.us/treasury/purchase/bid/summary/bid.shtml>.

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 BID OPENING

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

1.4.6 PRICE ALTERATION

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

1.4.7 BID ERRORS

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

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

If, after bid opening but before contract award, a Bidder discovers an error in its proposal, the Bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a

PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

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

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

Division – The Division of Purchase and Property

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

State – State of New Jersey.

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

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT SPECIFIC DEFINITIONS

ACH (Automated Clearing House) - Automated Clearing House (ACH) is a secure payment transfer system that connects all U.S. financial institutions. The ACH network acts as the central clearing facility for all Electronic Fund Transfer (EFT) transactions that occur nationwide, representing a crucial link in the national banking system. It is here that payments linger in something akin to a holding pattern while awaiting clearance for their final banking destination

Acquiring Processor - This processor provides credit card processing, billing, reporting and settlement and operational services to acquiring and issuing banks.

Address Verification Service (AVS) - The process of validating a cardholder's given address against the issuer's records to determine accuracy and deter fraud. This service is provided as part of a credit card authorization for mail order/telephone order transactions. A code is returned with the authorization result that indicates the level of accuracy of the address match and helps secure the most favorable interchange rates.

Authorization - The process of verifying the credit card has sufficient funds (credit) available to cover the amount of the transaction. An authorization is obtained for every sale. An approval response in the form of a code sent to a merchant's POS equipment (usually a terminal) from a card issuing financial institution that verifies availability of credit or funds in the cardholder account to make the purchase. Also see Point-Of-Sale.

Authorization Code (Number) - A code that an issuer or its authorizing processor provides to indicate approval or denial for an authorization request.

Automated Clearing House (ACH) File - A file with instructions for the exchange and settlement of electronic payments passed between financial institutions. It represents debits and credits to be deducted from an account automatically as they occur.

Card Not Present - A transaction where the card is not present at the time of the transaction (such as mail order or telephone order). Credit card data is manually entered into the terminal as opposed to swiping a card's magnetic stripe through the terminal.

Card Verification Value Codes (CVV) - CVV is an authentication procedure established by credit card companies to further efforts towards reducing fraud for Internet transactions. It consists of requiring a cardholder to enter the CVV number in at transaction time to verify that the card is on hand. The CVV code is a security feature for "card not present" transactions (e.g., Internet transactions), and now appears on most (but not all) major credit and debit cards. This new feature is a three- or four-digit code which provides a cryptographic check of the information embossed on the card. Therefore, the CVV code is not part of the card number itself.

Cardholder Information Security Program (CISP) - An information security standard sponsored and promoted by Visa USA that applies to any organization that stores or handles their credit card account numbers.

CAS (Cardholder Authorization System)- The telecommunications and processing system (including software and hardware) operated by or on behalf of an Issuer which authorizes or declines Transaction Requests.

Chargeback - A credit card transaction that is billed back to the merchant after the sale has been settled. Charge-backs are initiated by the card issuer on behalf of the cardholder. Typical cardholder disputes involve product delivery failure or product/service dissatisfaction. Cardholders are urged to try to obtain satisfaction from the merchant before disputing the bill with the credit card issuer.

Check Conversion - The process of turning a paper check into an electronic ACH debit.

Convenience Fee - A fee charged in connection with credit card transactions, which is in addition to regular filing fees.

Credit (Reversal) - Nullification of an authorized transaction (sale) that has not been settled. If supported by the card issuer, a reversal will immediately "undo" an authorization and return it to the open-to-buy balance on a cardholder's account. Some card issuers do not support reversals.

Debit Card - Payment card whose funds are withdrawn directly from the cardholder's checking account at the time of sale (online debit on a Debit Network) or after batch settlement (off-line debit on a Credit Card Network).

Discount Rate (Percentage) - The percentage of sales amounts that the bankcard acquirer or time and effort card issuer charges the merchant for the settlement of the transactions.

e-check - An e-check is the electronic version or representation of a paper check.

E-Payment - All systems and procedures for paying electronically.

Gateway Processing Fees - The fee for the use of a real time processing system.

Gateway Services- The service that automates the payment transaction between the shopper and merchant. It is usually a third-party service that is actually a system of computer processes to process, verify, and accept or decline credit card transactions on behalf of the merchant through secure Internet connections. The payment gateway is the infrastructure that allows a merchant to accept credit card and other forms of electronic payment.

IVR- Short for interactive voice response. It is a phone technology that allows a computer to detect voice and touch tones using a normal phone call. The IVR system can respond with pre-recorded or dynamically generated audio to further direct callers on how to proceed. IVR systems

can be used to control almost any function where the interface can be broken down into a series of simple menu choices. Once constructed, IVR systems generally scale well to handle large call volumes.

Mail Order/Telephone Order (MOTO) - Credit card transactions initiated via mail, email or telephone. Also known as card-not-present transactions.

Mapping- Mapping is the process of making associations between data elements/variables used in the state's system with the equivalent elements/variables used in the proposed payment gateway or processor.

Merchant - Customer of a processor/acquirer.

Merchant Identification Number (MID) - This number is generated by a processor/acquirer and is specific to each individual merchant location. This number is used to identify the merchant during processing of daily transactions, rejects, adjustments, charge-backs, end-of-month processing fees, etc.

NACHA - National Automated Clearing House Association. NACHA is a not-for-profit association that represents more than 11,000 financial institutions through direct memberships and a network of regional payments associations, and 650 organizations through its industry councils. NACHA develops operating rules and business practices for the Automated Clearing House (ACH) Network and for electronic payments in the areas of Internet commerce, electronic bill and invoice presentment and payment (EBPP, EIPP), e-checks, financial electronic data interchange (EDI), international payments, and electronic benefits services (EBS).

OIT- Office of Information Technology

OMB- Office of Management and Budget

Personal Identification Number (PIN) - A code or password, unique to or associated with, a specific user, and entered into a data-processing device for purposes of verifying the identity of a person requesting, e.g., a transaction or access.

Plural Interface Processing (PIP) -The process that routes (via an American Express terminal or software) Visa, MasterCard and Discover card transactions to a financial services provider and American Express transactions directly to American Express for both authorization and settlement.

Point Of Sale (POS) - A location where credit card transactions are performed with the cardholder present, such as a retail store. The card is read magnetically, and the cardholder's signature is obtained as insurance against the transaction. This is the most secure form of credit card commerce.

POS Terminal - Equipment used to capture, transmit and store credit card transactions at the point of sale.

Point of Purchase (POP)- Location where payment for goods or services takes place. It is where a consumer check payment is converted to ACH transactions at the point of sale. For example, a cashier receives a check, scans it through a MICR machine, creating an ACH or electronic transaction to directly debit the customer's checking account. The cashier voids the check, asks the customer to sign an authorization, and returns the check to the customer.

Secure Socket Layer (SSL) – A protocol for transmitting private documents via the Internet. SSL uses a cryptographic system involving two keys to encrypt data – a public key known to everyone and a private or secret key known only to the recipient of the message. Both Netscape Navigator and Internet Explorer support SSL, and many Web sites use the protocol to obtain confidential user information, including credit card numbers.

Settlement - The process of sending a merchant's batch to the network for processing and payment. For non-bankcards, the issuer pays the merchant directly and then bills the cardholder. For bankcards, the acquirer pays the merchant with funds from Visa/MasterCard. The bankcard issuer then bills the cardholder for the amount of the sale.

Site Data Protection Program (SDP) - An information security standard sponsored and promoted by MasterCard that applies to any organization that stores or handles their credit card account numbers.

State Business Hours - Business hours are defined as 7:30 am to 5:00 pm Eastern time Monday through Saturday

Transaction Date - The date a cardholder effects cash disbursement.

Transaction Response - An electronic message sent to the Acquirer by the CAS in response to a Transaction Request authorizing or denying a transaction.

Transaction Time - The time a cardholder effects cash disbursement.

Virtual Terminal - The use of software or a web page to simulate credit card terminal functionality on a computer. This method can completely eliminate the need for a credit card device. The virtual terminal is widely used by merchants for processing payments received by mail and telephone; processing voids and refunds; confirming that a payment is authorized, then settle the transaction at a later time; automatically settle payments transactions and perform daily reconciliations; view or download a summary of credits and debits that affect the merchant account balance each month; view a secure and detailed online record of transactions; download transaction history into various file formats; schedule regular times to automatically download daily transaction activity; advanced searches to easily find a particular transaction or subset of transactions.

3.0 SCOPE OF WORK

3.1 EXECUTIVE BRANCH-SPECIFIC REQUIREMENTS

3.1.1 GENERAL REQUIREMENTS

1. The Contractor shall provide acquiring processor services, enabling the State to accept payment via such means as merchant card, debit card, and other electronic payment processing services, including, but not limited to, check conversion, for various agencies of the State of New Jersey in accordance with the provisions and requirements herein.
2. The Contractor shall also provide e-payment gateway services between the State and the card-issuing bank(s), as described below.
3. The Contractor shall meet all requirements outlined in the Payment Card Industry (PCI) data security standard found at the following website:
https://sdp.mastercardintl.com/pdf/pcd_manual.pdf.
4. In addition to the requirements in Section 5.8, the Contractor shall understand that all application development code specifically written for an agency to collect or return information to a customer regarding their business transactions provided under the terms and conditions of this contract shall become the property of the State agency and shall be provided to the State agency prior to implementation of services. The State of New Jersey understands and agrees that code used on the Contractor side of the payment gateway is proprietary code, and the State will not require ownership of this code.
5. The Contractor shall provide a clearly defined process or checklist that State agencies should follow in order to implement all services described in this contract.
6. The Contractor shall provide one single point of contact for the Office of Information Technology (OIT) and State agency personnel.
7. The Contractor shall provide to the Office of Information Technology and the State agency requesting services, a detailed project and implementation plan mutually acceptable to the State and the Contractor prior to beginning work.
8. The Contractor shall provide weekly status reports to the Office of Information Technology and the State agency requesting services throughout any new implementation. In addition, the Contractor must have bi-weekly, in-person status meetings with the State team during initiation, planning, and roll-out the first two (2) months of production.
9. The Contractor shall deposit payments received into the designated State bank account(s) via Automated Clearing House (ACH). Bank account and routing information will be provided and verified by the Office of Management and Budget (OMB) prior to initiation of services with a State agency.
10. The Contractor shall notify the state contract manager in the Office of Information Technology prior to beginning work with any State agency. OIT will verify account and routing information with OMB prior to implementation of services with a State agency and will provide this information to the Contractor.
11. The Contractor shall understand and agree that the State of New Jersey shall have the right to identify the brands of credit and debit cards that shall be accepted for their application.

The Contractor shall process, at a minimum, American Express, Visa, Mastercard, Discover, debit card and e-check.

12. The Contractor's system must be capable of handling PIP transactions directly with financial services providers such as American Express and Discover Card.
13. The Contractor shall be prepared to provide services at the time of contract award. Implementation shall be performed on an individual agency basis.
14. All meetings between employees of the State agencies and the Contractor must be held at the offices of the State agency unless otherwise agreed.

3.1.2 SPECIFIC REQUIREMENTS

1. The Contractor shall establish a tiered merchant identification structure with an unlimited amount of merchant numbers or comparable identifiers for the State of New Jersey as determined by the State, in consultation with the Contractor, based on the location, transaction type, and reporting needs of each agency accepting such payments under the contract.
2. The Contractor shall collect and pass on contact information for each merchant ID established consisting of State agency name (DBA) and contact phone number to be printed on each customer's credit card or bank statement.
3. The Contractor shall abide by all operating rules and regulations of the card associations, processing networks, and other parties/entities governing the services provided under this contract and shall be liable for all violations of such when State agencies follow procedures established by and in conjunction with the Contractor. ACH transactions shall be collected and initiated in accordance with National Automated Clearing House Associations (NACHA) rules.
4. The Contractor must accept customer payments through existing or future State IVR applications.
5. The Contractor must accept customer payments from State mail order/telephone order applications.
6. The payment processing system shall support a credit card authorization response time not to exceed three (3) seconds 95% of the time and not to exceed five (5) seconds 100% of the time. The payment processing system must be available twenty-four (24) hours per day, seven (7) days a week. System maintenance must be performed so that system availability continues without interruption. Failure to adhere to the foregoing response time or system availability requirements may be deemed a material breach of the contract.
7. The Contractor shall understand and agree that some agency programs experience customers requesting identical items be shipped to multiple recipients resulting in several identical transactions. The Contractor must accommodate customers using credit/debit cards multiple times a day.
8. The Contractor must provide telecommunication access for the State so that State agency personnel do not incur long distance charges in contacting the Contractor. Such access may be in the form of a dedicated telephone line or in-bound toll-free number. A pager with call-back service is not sufficient to satisfy this requirement

3.1.3 E-PAYMENT GATEWAY

1. The gateway must be a single non-proprietary payment gateway solution, which works effectively across multiple sales channels—including web, mail order/telephone order, IVR, POS for credit cards, debit cards and e-checks that are compatible with Windows server, Linux, Sun Solaris, and AIX. It must be a minimum of 128-bit secure sockets layer (SSL) transaction encryption. It must be deployed in compliance with “State of New Jersey Shared IT Architecture” document, maintained by OIT and available at: http://www.state.nj.us/it/ps/it_architecture.pdf. The gateway solution must permit all credit/debit card transactions to be processed via the Internet. The gateway software must address POS over Internet Protocol (IP).

In order to integrate the new gateway/acquiring process data into the existent audit trail, the input data required by the Contractor and the respective response data must be mapped to existent audit trail data fields. This mapping includes, but is not limited to, card holder information, transaction response, and data required by the State to fully track a transaction from the initiation through to the agency and OMB.

OIT's preferred interface with the gateway software is via Web Service(s). The gateway interface provides (words* *moved around)* a Software Development Kit (SDK)/ application programming interface (API) for use by OIT resources to integrate the vendors gateway interface with existing and future State of New Jersey Web, mail order/telephone order, IVR, POS and e-checks applications. The gateway must provide a virtual terminal (VT).

3.1.3.1 VIRTUAL TERMINAL (VT) REQUIREMENTS

The VT must address both a chain store environment and “Mom and Pop” store environment:

- Roles are assigned permissions to the various functions of the application.
- Roles and security are assigned to users.
- Users must be able to have multiple roles.
- Users must be able to be added and removed from roles easily
- Permissions of a user/role must follow a user across workstations within a venue, and if a Statewide role, then across all venues.

The VT must support the following functions:

- History Log
- Downloadable logs
- Settlement and Reconciliation System
- Monthly Account Statements
- Advanced Search
- Schedule Downloadable Log
- Authorize and Capture
- Refunds
- Multi-User Access

3.1.4 FUNDS SETTLEMENT

1. The Contractor shall deposit, via automated clearing house (ACH) credit, in a NACHA-approved format, amounts due to the State resulting from the settlement of merchant card, debit card, and other electronic payment transactions processed.

2. Transaction deposits (funds ready for investment) in merchant accounts must be made to the State of New Jersey within 24 hours of the transaction date. The Contractor must make deposits to the depository bank identified by the State.
3. All account credits, identified by merchant number, must be made by electronic transfer to the State agency's merchant account(s). The source of the credit must be printed on the deposit bank statement to identify the originator.
4. Authorized State employees must have the ability to void and credit transactions.
5. The Contractor shall understand and agree that settlement of transactions processed may vary by merchant ID (or equivalent identifier) due to various State and federal regulations. Based on the information provided in this RFP for existing processing contracts, there will be several separate State settlement accounts. The Contractor may originate the ACH transaction through its bank, but should settle to the designated State accounts, which should occur the next business day.
6. The Contractor shall reconcile each day's transaction activity to the total amount settled to the designated State account(s). The Contractor must address all reconciliation discrepancies within forty-eight (48) hours of discovery or notification by the State.
7. The end-of-day for all credit card transactions shall be as close as possible to midnight every day, Eastern Time. This cutoff period is the effective equivalent of processing all transactions on the calendar day in which they occurred. Under no circumstances may this cut-off period occur before 10 PM Eastern time or after 12 PM midnight (EST).
8. Customer-driven Internet transactions must be recorded on the calendar day they occur. This cutoff period ensures that deposits for each business day can be easily audited against the credit card transactions recorded for that day in State business systems.
9. The Contractor must post and settle amounts for business activity by transaction date separately including separate postings for Saturday and Sunday.

3.1.5 REPORTING REQUIREMENTS

1. The Contractor shall provide flexible reporting including, but not limited to, the following minimum data elements:
 - Merchant ID (or comparable identifier)
 - Merchant name (DBA)
 - State agency name
 - Transaction date
 - Transaction time (hour/minute/second)
 - Settlement date
 - Card brand, debit, e-check, or check conversion
 - Amount of sale
 - Agency charge (processing cost to be invoiced) – where applicable
 - Agency charge (processing cost to be deducted from the settlement account – where applicable)
 - Break-out of contract agent fee from the State transaction amounts
 - Customer name
 - Authorization number
 - Truncated card number

- E-mail address – Internet transactions
 - IP address – Internet transactions. The Contractor shall capture and retain the IP address on every Internet transaction, which shall be made available upon request by an agency for fraud investigation purposes.
 - Invoice number or State assigned transaction ID
 - A field that uniquely identifies each transaction through the complete transaction process (including web, mail order/telephone order, IVR, POS for credit cards debit cards and e-checks) from authorization to settlement
 - Additional requirements as required by the State for assistance in daily reconciliation
2. The Contractor shall provide on-line reports accessible via the Internet.
 3. The Contractor shall provide reports that include detail activity of each transaction that identifies at a minimum, the transaction, the customer, the amount of sale, amount of convenience fee, contract agent fee, and the total amount remitted by the customer.
 4. The Contractor shall provide reports that shall include summary activity for a given month or given period of time.
 5. The Contractor shall provide reports in Excel for agency manipulation.
 6. The Contractor shall provide reports that sort on and be able to summarize by agency name, merchant or other ID, transaction date, settlement date or card brand/debit.
 7. Daily Data Extract Requirement (Attachment 4): The State shall have the ability to download daily activity in a format required for automatically generating cash receipt transactions for input into the Statewide accounting system (New Jersey Comprehensive Financial System [NJCFS]). This automated update is integral to the successful reconciliation of the settled credit card funds to the credit card sales receipts recorded by the State. The system shall use the format described in Attachment 4 to provide the download of the daily activity file.

3.1.6 INVOICING REQUIREMENTS

1. As requested at the time of establishment of a merchant number or comparable identifier, the Contractor shall provide each agency with a monthly invoice for the processing charges incurred by that agency, either in electronic or hard copy or both, as directed by the agency. The Contractor shall not, under any circumstances, debit the State's depository bank account(s) or otherwise net fees from credit card revenue.
2. The Contractor must also provide a copy each agency's monthly invoice to the State Contract Manager. The invoice copy shall be inclusive of the gross credit card transaction amount, discount percentages, and gateway processing fees.
3. The State Contract Manager will work with the Contractor to identify attachments and develop a format for the monthly invoice that is satisfactory to both parties. However, all credit/debit brand cards shall be included on one (1) monthly invoice. Separate invoices for each card brand shall not be presented to the State.
4. Invoices shall be subject to an audit of charges prior to the approval of payment.

3.1.7 PROGRAM EXPANSION

1. The Contractor shall establish, as agencies desire to implement, additional merchant and other IDs under the terms/pricing of the contract.
2. Expansion of the program shall be a coordinated effort between the Contractor and the State.
3. If an agency desires to compress the timing of the expansion implementation program, the Contractor shall facilitate that request where feasible.

3.1.8 POINT-OF-SALE

1. If requested by a State agency, the Contractor shall provide and maintain, the necessary equipment, software, supplies, and phone lines required to process credit, pin-based debit card, and check conversion transactions at the point of sale and print customer receipts. The point-of-sale (POS) equipment must support both telephone line connections as well as connections over Internet protocol (IP).
2. The Contractor must obtain authorization from the cardholder's credit card company or the debit card issuer on each credit/debit card transaction prior to accepting payment.
3. A sample receipt being provided via the Internet follows:

Receipt
New Jersey Department of _____

Date Entered: 7/11/2006 - 1:51:33 PM
Date Effective : 7/11/2006

PRC
99999999
AGENT

CUSTOMER
Sample
PHONE
EMAIL

Tax Payments
99999999 2005/12 \$999.99

TOTAL REMITTED
\$999.99

Any action or dispute that results in a 'Return' or 'NSF' will be considered non-payment of fees, and may result in ASSESSED PENALTIES or LIENS.

4. The Contractor shall produce a confirmation receipt for each completed transaction provided to the customer at the point of sale.

3.1.9 INTERNET/WEB (CARD-NOT-PRESENT) TRANSACTIONS

1. The payment processing system shall include an Address Verification Service (AVS) whereby the address provided by the customer at the time of purchase during a card-not-present purchase is matched against the customer's credit card billing address. If not used, no charges shall be incurred by the State. The payment processing system must be capable of recognizing Card Verification Codes as well as security codes of extra digits imprinted on the back of the card and embedded in the card's magnetic stripe.

3.1.10 CUSTOMER SERVICE

1. The Contractor shall provide the State of New Jersey toll-free access to a dedicated client services representative between the hours of 7:30 am and 5:00 pm (Eastern Time) to assist State agencies in any out of balance situations, settlement questions, reversals, charge-backs, and reporting issues and shall have established procedures for reversals of credit and debit card transactions that shall be provided to State agencies prior to implementation of any services.
2. The Contractor shall provide a "help desk" technician on a twenty-four hour, seven-day per week basis, to assist State agency personnel with credit or debit card transaction processing and procedural operation problems. The Contractor shall provide access to the help desk through a toll-free telephone number. A pager with call-back service is not sufficient to satisfy this requirement.

3.1.11 CHARGE-BACKS AND DISPUTED PAYMENTS

1. Each chargeback must be posted to the appropriate State account as a separate transaction that must include the transaction id and merchant number from the original transaction.
2. Each agency must be notified of all charge-backs to their merchant ID(s) when they occur.
3. The Contractor shall coordinate with financial institutions and associated entities to resolve disputed payments within the timeframes allotted by the card associations with available information prior to contacting the State agency involved.
4. The Contractor must attempt to settle the chargeback before debiting the chargeback to the appropriate State account.
5. The Contractor shall have edits in place to prevent duplicate/erroneous/invalid payments and amounts from being sent to the credit/debit card or ACH processor. (For example, all transactions should have a confirmation number associated with them.)
6. The Contractor must notify the State whenever a chargeback or dispute has been found to be a fraudulently used credit card. The Contractor must provide as much specific detail to the State as possible so that all actions as may be required by State law or regulation can be acted upon.

3.1.12 POINT-OF-PURCHASE E-CHECK SERVICES

1. The Contractor shall provide agencies with procedures for determining which checks can and cannot be accepted as a source document for point-of-purchase entry.
2. If requested by a State agency, the Contractor shall provide, install, and support all necessary equipment required for point-of-purchase services. The Contractor shall be responsible for upgrade, maintenance, and support of such equipment. The Contractor shall

understand and agree that some agencies shall provide, install, and support all necessary equipment required for point of purchase services.

3. Terminals must process both credit/debit cards and convert checks. The Contractor shall not provide two different terminals (one for credit/debit cards, and one for check conversion).
4. The Contractor shall initiate point-of-purchase entries by capturing information from eligible checks presented to the branch and agent office.
5. The Contractor shall provide the State agency with procedures to properly notify consumers of policies related to point-of-purchase entries and electronic check processing, including procedures regarding the capture and recording of the check writer's signature in accordance with NACHA rules and guidelines.
6. The Contractor shall create a batch file for each office's point-of-purchase transactions. The batched ACH file must identify the office where the transaction originated.
7. The Contractor shall work with each State agency to establish cut-off times to identify transactions processed on the current day or next day's business activity.
8. The Contractor shall classify returned items with reason code R01 (insufficient funds) and R09 (uncollected funds) a maximum of three times, based on the determination of the processing location following the return of the original entry.
9. The Contractor shall develop a method to identify the consumer(s) whose point-of-purchase debit entry is returned (after re-presentment) and forward this information to the State agency within twenty-four (24) hours of the Contractor receiving the return debit entry.
10. The Contractor shall ensure that the point-of-purchase service is reliable and secure, monitor the system for downtime/problems, and have a "help desk" accessible by a toll free phone number during State business hours. A pager with call-back service is not sufficient to satisfy this requirement.
11. The Contractor shall notify the State agency on a daily basis of the amounts deposited into its bank account via Internet based reports.
12. The Contractor shall provide necessary reports to the State agency for processed transactions. The report shall be accessible via the Internet and include all information requested by the State agency. Reports shall be available for a date or a range of dates. A transaction report shall include, but not be limited to the following:
 - Transaction date/time
 - Confirmation number
 - Name of customer
 - Payment type (credit card/e-check)
 - Payment amount
 - Convenience fee amount
 - Total remittance
 - The State also uses deposit reports which reflect total deposits made by a date or range of dates. Deposit reports should be available by payment type (credit card, e-check, point of sale, etc.)
 - Lookup capability by confirmation number or account number.

13. During the conversion process, upon request by a State agency, the Contractor shall be capable of providing image capability of checks and a copy of the check.
14. Daily data extract requirement (Attachment 4): The State must have the ability to download daily activity in a format required for automatically generating cash receipt transactions for input into the Statewide accounting system (New Jersey Comprehensive Financial System [NJCFS]). This automated update is integral to the successful reconciliation of the e-check funds to e-check sales receipts recorded by the State. The system shall use the format described in Attachment 4 to provide the download of the daily activity file.

3.1.13 TRAINING

(This training component of this RFP consists of general provisions for all Executive Branch agencies except for the Motor Vehicle Commission, whose specific requirements are outlined in Section 3.1.13.1. The training requirements for the Judiciary are listed in Section 3.2.13.

1. When the need for training arises, the Executive Branch State Contract Manager will submit a detailed request for training to the Contractor. The request will provide the Contractor with the information pertinent to the training being requested, including items such as the topics to be covered, the length of the training, the number of people to be trained, the training delivery method (in-person, web-based, etc.) and the location(s) at which the training is to be provided (if delivered in person). The Contractor shall supply a written quote to the Executive Branch State Contract Manager, which is to include the specific training to be provided, and the price for the training. The **price for the training** shall be **based on the hourly rate** for training bid by the Contractor in response to this RFP.
2. The Contractor must provide training and training materials to all State agency program users who process credit and debt cards and other electronic payment transactions.
3. The Contractor shall provide a payment processing training function to enable State personnel to submit data to determine that the system is working properly and for perpetual training of State employees.
4. The payment processing training function must work in conjunction with the production system without stopping or interrupting the processing of real transactions.

3.1.13.1 MOTOR VEHICLE COMMISSION (MVC)-SPECIFIC TRAINING REQUIREMENTS:

1. When the need for training arises, MVC will submit a detailed request for training to the Contractor. The request will provide the Contractor with the information pertinent to the training being requested, including items such as the topics to be covered, the length of the training, the number of people to be trained, the training delivery method (in-person, web-based, etc.) and the location(s) at which the training is to be provided (if delivered in person). The Contractor shall supply a written quote to the MVC Contract Manager, which is to include the specific training to be provided, and the price for the training. The **price for the training** shall be **based on the hourly rate** for training bid by the Contractor in response to this RFP.
2. The training system will be used by MVC Employee Development in classroom training for new employees after the initial training for this project is completed.
3. The Contractor shall supply, at a minimum, one hundred (100) credit cards with credit card account numbers, which will be used to perform on-going training. Credit card transactions for Visa and MasterCard will be created by MVC using these credit cards and run against the training system.

4. The Contractor shall supply, at a minimum, one hundred (100) debit cards with debit card account numbers, which will be used to perform on-going training. Debit card transactions will be created by MVC using these debit cards and run against the training system.

5. The Contractor shall supply, at a minimum, one hundred (100) merchant accounts with merchant account numbers, which will be used to perform on-going training. Merchant transactions will be created by MVC using these accounts and run against the training system.

3.1.14 RECORDS ACCESS AND CONFIDENTIALITY

1. The Contractor must comply with Visa's Cardholder Information Security Program (CISP) requirements at http://usa.visa.com/merchants/risk_management/cisp.html And Mastercard's Site Data Protection (SDP) program requirements at <https://sdp.mastercardintl.com>.
2. When requested by the State, the Contractor shall complete CISP and SDP audits successfully.
3. The Contractor shall receive and process data files from those agencies collecting and securing the payment data internally.
4. The Contractor shall maintain financial and accounting records and supporting evidence pertaining to the contract in accordance with generally accepted accounting principles.
5. The Contractor shall understand and agree that all such reports, records, tapes, files or other materials developed or acquired by the Contractor as a specified requirement of the contract shall become the property of the State agency.
6. All information supporting the contract and all tapes, files and data files maintained by the Contractor for such purposes shall be turned over to the State Department of the Treasury's Office, or a designee of that office, at no cost to the State, upon request by the State Department of the Treasury's Office, at the termination or cancellation of the contract.
7. The Contractor must have security measures in place to protect the confidentiality of the information received and transmitted. In the event that the Contractor has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the services being provided under the contract, the Contractor must immediately suspend contract performance, and immediately notify the State Contract Manager.
8. The Contractor shall not reveal or disclose all information provided by any State agency or obtained from the customer during the payment or collection process to any source or entity without prior written approval of the State agency.
9. The Contractor shall provide for the disposal of all documents containing confidential information obtained pursuant to the contract. The destruction method for disposal must be approved by the State.
10. The Contractor shall agree that all the information provided by the State and all information obtained during the payment or collection process pursuant to the contract, shall not be used by the Contractor to create, in whole or in part, any mailing list, telemarketing list, other marketing list or research aid, or other data base to be sold or otherwise provided to any third party.

11. The State of New Jersey and the Contractor shall exercise reasonable care to protect the confidential information of Contractors, Subcontractors, citizen end users, and the State of New Jersey in accordance with all applicable laws pertaining to the contract. **(Contractor shall execute a Confidentiality Agreement (See Attachment #6 for sample)) before contract award).**
12. The State of New Jersey agrees to use reasonable security precautions within its system, hardware and software to prevent the unauthorized or fraudulent use of the Contractor's system.

3.1.15 TELECOMMUNICATIONS AND DATA PROCESSING EQUIPMENT AND SERVICES REQUIREMENTS

1. The Contractor shall provide, at no additional cost to the State of New Jersey, all telecommunications and data processing equipment and services required for all services the Contractor provides throughout the duration of the contract, including but not limited to credit and debit card readers, telecommunication and data cabling and wiring. The Contractor shall reduce its check conversion transaction cost for those agencies that do not require Contractor provided equipment and cabling.
2. At no additional charge to the State agency, the Contractor shall provide installation, maintenance, and upgrades throughout the duration of the contract.
3. The Contractor shall upgrade all telecommunications, data equipment and services as required by the State agency.
4. In addition to the requirements in Section 5.8, the Contractor shall maintain ownership of equipment which may be retrieved by the Contractor at the termination of the contract. However, the Contractor shall agree and understand that permanently installed equipment such as telecommunication and data wiring and cabling and related devices shall become the property of the State agency, unless the State agency approves the Contractor's request to retrieve such equipment.
5. The Contractor shall acquire and maintain the validity of all software licenses required, and provide appropriate documentation if requested by the State agency.
6. The Contractor shall agree and understand that the State shall not be committed to any minimum usage period, nor agree to lease any such equipment.
7. All Contractor installed telecommunications and data processing equipment shall be installed in accordance with all applicable State, local, and industry standards, and must be approved by the Office of Information Technology.
8. The Contractor shall rectify all equipment, process and transaction problems at a State agency location within one business day of notification by the applicable State agency of problems, including all devices as listed herein. Note: MVC's business hours are Monday – Thursday 8:00 a.m. to 7:30 p.m., Friday 8:00 a.m. to 4:30 p.m., and Saturday 8:00 a.m. to 12:00 p.m.

3.1.16 ACCESSIBILITY COMPLIANCE

1. All products provided by the Contractor shall comply with the applicable accessibility requirements of the IT accessibility standards. (http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php).
2. The Contractor must abide by State's web site standards and guidelines which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems.

The standards can be located at the following link:

<http://www.state.nj.us/it/webguide/introduction.html>

3.1.16.1 AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS:

The Contractor shall comply with Americans with Disabilities Act (ADA) requirements. This requirement includes, but is not limited to, provision of a system that is compatible with telephone devices for the deaf (TDD), also known as teletypewriters (TTY). Additional information may be found on the Americans With Disabilities Act website at **HTTP://WWW.ADA.GOV/**, and on the United States Access Board web site at www.access-board.gov.

3.1.17 ON-SITE TECHNICAL SUPPORT

If requested by the State, the Contractor shall provide on-site technical support and onsite training for the following activities, including, but not limited to:

- During the conversion of the State's existing payment gateway to the Contractor-supplied payment gateway solution.
- During the conversion of the State's existing IVR application to the Contractor-supplied IVR solution.
- During the conversion of the State's existing e-check application to the Contractor-supplied e-check solution.
- During conversion of the State's existing point-of-sale (POS) equipment, whether through telephone line connections or connections over Internet Protocol (IP), to the Contractor-supplied POS solution.
- During the implementation and maintenance of IVR, POS, and e-checks applications utilizing the Contractor-supplied solution.

3.1.18 TESTING

1. The Contractor shall provide a separate and independent payment processing testing environment so that the State can submit unlimited test data to determine that suggested changes to and new functionality destined for the State's systems are working properly.
2. The test environment must replicate production in all aspects. The test system shall contain a sufficient number of test cards to test at a minimum but not limited to:

- Approved transactions
 - Declined transactions with diverse declined financial reasons (amount limit, expiration date, etc.)
 - AVS and CVV2 approve and declined conditions
 - Replication of all possible production errors and exceptions
 - Capability to create as many merchants as required in production
 - Allow for credit transactions in the same manner as the production environment.
3. Test environment must provide for functional testing, error message testing, transaction failure testing and full load testing.
 4. Test environment must provide test credit cards and fund transfers with values up to \$2,500, including all agencies required to be supported under this contract, and must permit the State to create the test cards and their conditions, i.e., expiration date, amount limit, AVS not supported, international AVS, etc.
 5. The payment processing test function must work in conjunction with the production system without stopping or interrupting the processing of real transactions.
 6. Test transactions must not be reflected in any production reports.

3.2 JUDICIARY-SPECIFIC PERFORMANCE REQUIREMENTS (MANDATORY REQUIREMENTS)

3.2.1 GENERAL REQUIREMENTS

1. The Contractor shall provide acquiring processor services enabling the Judicial Branch, which includes the Administrative Office of the Courts of the State of New Jersey (the "Judiciary" or the "AOC") to accept payment via such means as merchant card, debit card, and other electronic payment processing services, including but not limited to, various methods of electronic funds transfer, in accordance with the provisions and requirements herein. The payment processing system must process payment transactions initiated over-the-counter (card-present) and via the Internet (card-not-present).
2. Currently, acquiring processor services are provided to the following Judiciary programs: the Lawyers' Fund for Client Protection and the Municipal Court automated billing service programs involving more than 1,000 accounts through the NJMC Direct Web site,
3. The State of New Jersey and the Contractor shall exercise reasonable care to protect the confidential information of Contractors, Subcontractors, citizen end users, and the State of New Jersey in accordance with all applicable laws pertaining to the contract. The Contractor shall comply with all industry and governmental regulations for security requirements of credit card processors, included but not limited to those set forth at http://usa.visa.com/download/business/accepting_visa/ops_risk_management/cisp_overview.pdf. This requirement shall be a continuing obligation for the Contractor to comply with all current and future generally accepted security standards in the industry. In this regard, Contractor's mechanism must provide for SSL and encryption.
4. In addition to compliance with Section 5.8, all application development code, specifically written for the Judiciary to collect or return information to a customer regarding the customer's business transactions as provided under the contract, shall become the property of the Judiciary and shall be provided to the Judiciary prior to implementation of services. The Judiciary acknowledges and agrees that code used on the Contractor side

of the payment gateway is proprietary code, and the Judiciary will not require ownership of such code.

5. The Contractor shall provide a clearly defined process or checklist which Judiciary programs should follow to implement all of the services required in this contract. In addition, the Contractor must provide settlement procedures in accordance with Section 3.2.4 herein, which are clear, documented and consistent over time.
6. The Contractor shall provide one single point of contact for Judiciary personnel.
7. In the event the Judiciary authorizes new programs or expanded services or locations, the Contractor shall provide weekly status reports throughout the implementation of any such services.
8. The Contractor shall deposit payments received into the bank account(s) designated by the Judiciary via Automated Clearing House (ACH).
9. The Contractor shall obtain the approval of the Judiciary Contract Manager prior to beginning work with any Judiciary program. The Judiciary will verify account and routing information prior to implementation of services and will provide this information to the Contractor.
10. The Contractor shall acknowledge and agree that the Judiciary has the right to identify the brands of cards that shall be accepted for each of its applications. The Contractor shall process American Express, Visa, Mastercard, Discover, debit card, e-check and manual credit card processing, although not all Judiciary programs accept all such cards.
11. The Contractor's system must handle PIP transactions directly with financial services providers such as American Express and Discover Card.
12. The Contractor shall be prepared with all technical expertise and equipment to provide services at the time of contract award. Implementation shall be performed on an individual Judiciary office basis.
13. All meetings between employees of the Judiciary and the Contractor must be held at the offices of the AOC unless otherwise agreed.
14. The Contractor must inform the Judiciary of any policy and practice changes with sufficient lead time to permit the Judiciary time to analyze the impact of the change(s) and to implement any necessary changes.

3.2.2 SPECIFIC REQUIREMENTS

1. The Contractor shall establish a tiered merchant identification structure with an unlimited quantity of merchant numbers or comparable identifiers for the Judiciary, as determined by the Judiciary in consultation with the Contractor, based on the location, transaction type, and reporting needs of each office accepting payments under the contract.
2. The Contractor shall obtain approval from the Judiciary Contract Manager before any merchant account is disabled, removed or allowed to expire.
3. The Contractor shall collect and report contact information for each merchant ID established consisting of Judiciary office name (DBA) and contact phone number to be printed on each customer's credit card or bank statement.

4. The Contractor shall provide a field that the Judiciary can populate with a unique transaction number for each transaction. The transaction number will be provided to the customer and recorded and maintained by the Judiciary. The transaction number will be used by the Judiciary to identify and research transactions, and provide for an audit trail.
5. The Contractor shall deposit payments received into the bank accounts designated by the Judiciary via Automated Clearing House (ACH). Deposits to more than 1,000 accounts can be required under the contract. Account and routing information will be provided by the Judiciary upon award of a contract.
6. The Contractor shall abide by all operating rules and regulations of the card associations, processing networks, and other parties/entities governing the services provided under this contract and shall be liable for all violations of such when Judiciary programs follow procedures established by and in conjunction with the Contractor. ACH transactions shall be collected and initiated in accordance with National Automated Clearing House Associations (NACHA) rules.
7. The Contractor must accept customer payments from existing or future Judiciary interactive voice response (IVR) applications.
8. The Contractor must accept customer payments from Judiciary mail order/telephone order applications.
9. The payment processing system shall support a credit card authorization response time not to exceed three (3) seconds 95% of the time and not to exceed five (5) seconds 100% of the time. The payment processing system must be available twenty-four (24) hours per day, seven (7) days a week. System maintenance must be performed so that system availability continues without interruption. Failure to adhere to the foregoing response time or system availability requirements may be deemed a material breach of the contract.
10. Some Judiciary programs experience customers requesting identical transactions involving multiple recipients resulting in several identical transactions. The Contractor must process and service customers using credit/debit cards multiple times a day.

3.2.3 E-PAYMENT GATEWAY

1. The Judiciary currently uses a JAVA application (EPAY), to provide a standard set of application program interfaces (APIS) for all Judiciary applications to interface with a credit card processor. The Contractor must provide a single payment gateway solution or Web services(s), which works effectively across multiple sales channels, including web, mail order/telephone order, IVR, POS for credit cards, debit cards and e-checks. Any provided gateway must run on current and future versions of Windows server and AIX, and must utilize a minimum of 128-bit SSL transaction encryption. The gateway solution must permit all credit or debit card transactions to be processed via the Internet and/or leased lines and must address POS over Internet Protocol (IP).

In order to integrate the new gateway/acquiring process data into the existent audit trail, the input data required by the Contractor and the respective response data must be mapped to existent audit trail data fields. This mapping includes, but is not limited to, card holder information, transaction response, and data required by the Judiciary to fully track a transaction from the initiation through to the agency back-office and appropriate Judiciary office.

The Judiciary's preferred interface with the gateway software is a via web service(s). However, if the Bidder proposes a single payment gateway solution, it must also provide a Software Development Kit (SDK) application programming interface (API) for use by the Judiciary's Information Technology Office to integrate the Contractor's gateway, interface with existing and future State of New Jersey web, mail order/telephone order, IVR, POS and e-checks applications. The gateway must provide a virtual terminal (VT).

3.2.3.1 VIRTUAL TERMINAL (VT) REQUIREMENTS

1. The Contractor must provide the ability to communicate with the Judiciary over dedicated lines or over the Internet.
2. The Contractor must provide transaction logging that allows the Judiciary to track individual transactions throughout the entire processing cycle for error resolution.
3. If the Contractor provides for company-performed terminal transaction management, the Judiciary must be able to send transactions per merchant, not per terminal.

3.2.4 FUNDS SETTLEMENT

1. The Contractor shall deposit, via Automated Clearing House (ACH) credit, in a NACHA-approved format, amounts due to the Judiciary's managed merchant accounts resulting from the settlement of merchant card, debit card, and other electronic payment transactions processed.
2. The Contractor shall make a single daily deposit to each merchant ID account that shall equal the total amount of all monies collected for that merchant ID for that day regardless of the credit card used. Transaction deposits (funds ready for investment) in merchant accounts must be made to the accounts designated by the specific Judiciary program within 24 hours of the transaction date. Deposits to more than 1,000 accounts are required.
3. All account credits, identified by merchant number, must be made by electronic transfer to the merchant accounts designated by the Judiciary programs. The source of the credit must be printed on the deposit bank statement to identify the originator.
4. Authorized Judiciary employees must have the ability to void and credit transactions.
5. The settlement of transactions processed may vary by merchant ID (or equivalent identifier). Based on the information provided in this RFP for existing processing contracts, there will be several separate Judiciary settlement accounts.
6. The Contractor must reconcile each day's transaction activity to the total amount settled to the designated Judiciary account(s). The Contractor must address all reconciliation discrepancies within forty-eight (48) hours of discovery or notification by the Judiciary.
7. The end-of-day for all credit card transactions shall be as close as possible to Midnight every day, Eastern Time. This time limitation is the effective equivalent of processing all transactions on the calendar day in which they occurred. Under no circumstances may the cut-off period occur before 11:45 p.m. Eastern Time or after 12:00 a.m. (Midnight).
8. Customer-driven Internet transactions must be recorded on the calendar day they occurred. This requirement ensures that deposits for each business day can be easily audited against the credit card transactions recorded for that day in State business systems.

9. The Contractor must post and settle amounts for business activity by transaction date including separate postings for Saturday and Sunday.
10. The Contractor must group merchants by functional area:
 - 1,000+ merchants for Municipal Court Direct
 - Lawyers' Fund for Client Protection
 - Report store for dissemination of public access court documents
 - Additional groups will be needed for future programs

3.2.5 REPORTING REQUIREMENTS

1. The Contractor shall provide dynamic, real time and summary reporting by merchant ID and by organization including, but not limited to, the following minimum data elements:
 - Merchant ID, program (or comparable identifier)
 - Merchant name (DBA)
 - Judiciary office name, including each Municipal Court Direct location
 - Transaction date
 - Transaction time (hour/minute/second)
 - Settlement date
 - Card brand, debit, e-check, or other kind(s) of electronic funds transfer
 - Amount of sale
 - Judiciary office charge (processing cost to be invoiced) – where applicable, with headings showing any discount rate, discount charge and item charge.
 - Judiciary office charge (processing cost to be deducted from the settlement account – where applicable), with headings showing any discount rate, discount charge and item charge.
 - Break-out of contract agent fee from the Judiciary transaction amounts – where specifically approved
 - Customer name
 - Authorization number
 - Truncated card number
 - E-mail address – Internet transactions
 - IP address – Internet transactions. The Contractor shall capture and retain the IP address on every Internet transaction, which shall be made available upon request by an authorized agency for fraud investigation purposes.
 - Invoice number or Judiciary assigned transaction ID
 - A field that uniquely identifies each transaction through the complete transaction process (including web, mail order/telephone order, IVR, POS for credit cards debit cards and e-checks) from authorization to settlement
 - Additional requirements as established by the State for assistance in daily reconciliation
2. The production reporting required herein must be separate and independent from the testing environment.
3. The following reports are currently required and form the minimum requirements for the Judiciary programs:
 - Daily report that allows one to drill down by deposit date to find a list of settled transactions by batch and card type, and allows one to drill down to authorization information related to a specific transaction

- Daily report that categorizes deposits by card type, allows one to drill down by the card type to a specific transaction, and allows one to view a list of all cards associated with a specific deposit.
 - Monthly statements that are available for at least one year
 - On-demand report that gives details about transactions within the last year when one searches by credit card number or authorization information.
 - On-demand report that allows review of charge-backs or retrievals within at least the last year.
 - On-demand report that summarizes qualification transactions for specified date range within at least the last year.
 - On-demand report that summarizes downgrades by interchange level for a specified date range within at least the last year.
 - On-demand report that details downgrades by interchange reason for a specified date range within at least the last year.
 - On-demand report that summarizes interchange qualifications for a specified date range within at least the last year.
4. The Contractor shall provide on-line reports accessible via the Internet.
 5. The Contractor shall provide reports that include detailed activity of each transaction that identifies at a minimum, the transaction, the customer, the amount of the sale, amount of any other fee or charge to be invoiced, contract agent fee, and the total amount remitted by the customer.
 6. The Contractor shall provide reports that include summary activity for a given month or given period of time.
 7. The Contractor shall provide application-specific reports that export to Excel.
 8. The Contractor shall provide reports that shall, at a minimum, sort on and summarize by Judiciary office name, including but not limited to each of the Municipal Court Direct applications, merchant or other ID, transaction date, settlement date, card brand/debit.
 9. Daily Data Extract Requirement: The Judiciary must have the ability to download daily activity in a format required for automatically generating cash receipt transactions for input into the Municipal Court Cash Management System. This automated update is integral to the successful reconciliation of the settled credit card funds to the credit card sales receipts recorded by the Judiciary. The system shall use the format reasonably required by the Judiciary, currently Excel, to provide the download of the daily activity file.

3.2.6 INVOICING REQUIREMENTS

1. As requested at the time of establishment of a merchant number or comparable identifier, the Contractor shall provide each Judiciary office with a monthly invoice for the processing charge by that office, with a copy to the Judiciary Contract Manager.
2. The Contractor must provide invoices each month to the Judiciary, for each of its programs for which the Contractor is providing processor services. Each invoice shall include specific line charges showing the gross credit card transaction amount, discount percentages, and all charges for processing the transaction for which the Contractor will seek payment from the Judiciary. Invoices must contain sufficient information for reconciliation purposes and for authorization to pay.

3. The Judiciary expects to work with the Contractor to identify attachments and develop a format for the monthly invoice that is satisfactory to both parties. However, all credit/debit brand cards shall be included on one (1) monthly invoice. Separate invoices for each card brand are not acceptable and shall not be presented.
4. Invoices shall be subject to an audit of charges prior to the approval of payment.

3.2.7 PROGRAM EXPANSION

1. The Contractor shall establish, as Judiciary programs desire to implement, additional merchant and other IDs under the terms/pricing of the contract.
2. Expansion of the program shall be a coordinated effort between the Contractor and the Judiciary.
3. If a Judiciary program desires to compress the timing of the expansion implementation program, the Contractor shall facilitate that request where feasible.

3.2.8 POINT-OF-SALE

1. Point of Sale is required for future development and is not currently implemented. If implemented, the Contractor shall provide and maintain, the necessary equipment, software, supplies, and phone lines required to process credit, pin-based debit card, signature debit, and e-check transactions at the point of sale, and print customer receipts. The Point-of-Sale (POS) equipment must support both telephone line connections and an IP connection. To ensure immediate access to the processor system, the number of terminals cannot be limited.
2. If POS is implemented, the Contractor must obtain authorization from the cardholder's credit card company or the debit card issuer on each credit/debit card transaction prior to accepting payment.
3. If POS is implemented, the Contractor may not charge, on its own behalf, a convenience fee, as that term is customarily used in the industry. If the Judiciary requires the collection of an administrative fee to help offset the cost of this system, that fee shall be clearly identified so that customers understand the application of any such fee.
4. If POS is implemented, the Contractor shall produce a confirmation receipt, as reasonably prescribed by the Judiciary, for each completed transaction that is to be provided to the customer at the point of sale.

3.2.9 INTERNET/WEB (CARD-NOT-PRESENT) TRANSACTIONS

As currently implemented, the Judiciary's Internet (Card-Not-Present) program does not include an Address Verification Service (AVS). However, during the term of this contract, the Judiciary may establish plans to implement such a service. Therefore, the Contractor must be capable of supporting such a service comparable to that described in Section 3.1.9.

3.2.10 CUSTOMER SERVICE AND TECHNICAL SUPPORT

1. The Contractor shall provide the Judiciary programs toll-free access to a knowledgeable, dedicated, live client services representative(s) Monday through Friday (State holidays excepted) between the hours of 7:30 am and 5:00 pm (Eastern Time) to assist Judiciary programs in out of balance situations, settlement questions, reversals, charge-backs, and

reporting issues. The contractor shall provide procedures for reversals of credit and debit card transactions that will be provided to State agencies prior to implementation of any services. A pager with call-back service is not sufficient to satisfy this requirement.

2. The Contractor shall provide live IT technical support on a twenty-four hour, seven-day per week basis, to assist Judiciary technical personnel with credit or debit card transaction processing and procedural operation problems. The Contractor shall provide access to the live help desk through a toll-free telephone number. A pager with call-back service is not sufficient to satisfy this requirement.
3. The Contractor shall implement a documented procedure that describes how, when and to whom problems are escalated and the expected time frames between each escalation phase.

3.2.11 CHARGE-BACKS AND DISPUTED PAYMENTS

Note: The Judiciary's chargeback experience with its credit card operations has been very positive with less than 0.05% of charges being reversed for any reason.

1. Each chargeback must be posted to the appropriate Judiciary program account as a separate transaction that must include the transaction ID and merchant number from the original transaction.
2. Each Judiciary program must be notified of all charge-backs to their merchant ID(s) when they occur.
3. The Contractor shall coordinate with financial institutions and associated entities to resolve disputed payments within the timeframes allotted by the card associations with available information prior to contacting the Judiciary office involved.
4. The Contractor must attempt to settle the chargeback before debiting the chargeback to the appropriate Judiciary office account.
5. The Contractor shall have edits in place to prevent duplicate/erroneous/invalid payments and amounts from being sent to the credit/debit card or ACH processor. For example, all transactions should have a confirmation number associated with them.
6. The Contractor shall provide security to restrict access to specific application functions, i.e. only designated users able to perform credits.

3.2.12 POINT-OF-PURCHASE E-CHECK SERVICES

1. The Contractor shall provide Judiciary programs with procedures for determining which checks can and cannot be accepted as a source document for point-of-purchase entry.
2. If requested by a Judiciary program, the Contractor shall, in accordance with Section 3.2.16, item 1, provide, install, and support all necessary equipment required for point-of-purchase services. The Contractor shall be responsible for upgrade, maintenance, and support of such equipment. The Contractor shall acknowledge and agree that some Judiciary programs may provide, install, and support all necessary equipment, including phone lines required for point of purchase services.

3. Contractor provided terminals must process both credit/debit cards and e-checks. The Contractor shall not provide two different terminals (one for credit/debit cards, and one for e-checks).
4. The Contractor shall initiate point-of-purchase entries by capturing information from eligible checks presented to the Judiciary program.
5. The Contractor shall provide the Judiciary program with procedures to properly notify consumers of policies related to point-of-purchase entries and electronic check processing, including procedures regarding the capture and recording of the check writer's signature in accordance with NACHA rules and guidelines.
6. The Contractor shall create an ACH batch file for each Judiciary program's point-of-purchase transactions. The batched ACH file must identify the Judiciary office where the transaction originated.
7. The Contractor shall work with each Judiciary program to establish cut-off times to identify transactions processed on the current day or next day's business activity.
8. The Contractor shall represent returned items with reason codes R01 (insufficient funds) and R09 (uncollected funds) a maximum of three times, based on the policy of the Judiciary program, following the return of the original entry.
9. The Contractor shall develop a method to identify the consumer(s) whose point-of-purchase debit entry is returned (after re-presentment) and forward this information to the Judiciary program within twenty-four (24) hours of the Contractor receipt of the return item.
10. The Contractor shall ensure that the point-of-purchase service is reliable and secure. The contractor shall monitor the system for downtime/problems, and have a "help desk" accessible by a toll free phone number during Judiciary business hours in accordance with the requirements in Section 3.2.10.1 above. A pager with call-back service is not sufficient to satisfy this requirement.
11. The Contractor shall notify the Judiciary program on a daily basis of the amounts deposited into the designated bank accounts via Internet based reports.
12. The Contractor shall provide necessary reports to the Judiciary program on transactions processed. The report shall be accessible via the Internet and designed to include all information requested by the Judiciary program. For example, several reports are used by the Municipal Courts. Reports shall be available for a date or a range of dates. A transaction report shall include, but not be limited to, the following information:
 - Transaction date/time
 - Confirmation number
 - Name of customer
 - Payment type (credit card/e-check)
 - Payment amount
 - Judiciary administrative fee.
 - Total remittance
 - The State also uses deposit reports which reflect total deposits made by a date or range of dates. Deposit reports should be available by payment type (credit card, e-check, point of sale, etc.)
 - Lookup capability by confirmation number or account number.

13. Upon request by a Judiciary program, the Contractor shall provide image capability of checks during the conversion process, and provide a copy of the check.
14. Daily Data Extract Requirement (Attachment 4): The Contractor's system must permit the Judiciary to download daily activity in a format required for automatically generating cash receipt transactions for input into the Statewide accounting system (New Jersey Comprehensive Financial System [NJCFSS]). This automated update is integral to the successful reconciliation of the e-check funds to e-check revenues receipts recorded by the Judiciary. The system shall use the format described in Attachment 4 to provide the download of the daily activity file.

3.2.13 TRAINING

1. When the need for training arises, the Judiciary Contract Manager will submit a detailed request for training to the Contractor. The request will provide the Contractor with the information pertinent to the training being requested, including items such as the topics to be covered, the length of the training, the number of people to be trained, the training delivery method (in-person, web-based, etc.) and the location(s) at which the training is to be provided (if delivered in person). The Contractor shall supply a written quote to the Judiciary Contract Manager, which is to include the specific training to be provided, as well as the price for the training. The **price for the training** shall be **based on the hourly rate** for training bid by the Contractor as an **option** in response to this RFP.
2. Once the production system is operational, the Contractor must provide an on-line training environment covering all of the operation of the system for the ongoing training of Judiciary employees. The training environment shall be provided as an option for a one-time flat fee.
3. The training function must replicate but process independently of the production system, and shall not stop, interrupt or otherwise adversely affect the processing of real-time transactions.

3.2.14 TESTING

- 1 The Contractor shall provide without charge a separate and independent payment processing testing environment that allows the Judiciary to submit unlimited test data to determine that changes to any new functionality within the Judiciary systems are working properly.
2. The test environment must replicate production in all aspects, including provision of a sufficient number of test cards to test:
 - Approved transactions
 - Declined transactions with diverse declined financial reasons (amount limit, expiration date, etc.)
 - AVS and CVV2 approved and declined conditions and
 - Replication of all possible production errors and exceptions.
 - Capability to create as many merchants as required in production
 - Credit transactions in the same manner as the production environment
3. The testing environment must allow for functional testing, error message testing, transaction failure testing and full load testing.
- 4 The testing environment must provide test credit cards and fund transfers with values up to \$2,500, including all those required to be supported under this contract, and must permit the Judiciary to create the test cards and their conditions, i.e., Expiration date, amount limit, AVS not supported, international AVS, etc.

5. The payment processing test and training functions must work in conjunction with the production system without stopping or interrupting the processing of real transactions.
6. Test transactions must not be reflected in any production reports.

3.2.15 RECORDS ACCESS AND CONFIDENTIALITY

1. The Contractor must be fully compliant with all industry and governmental requirements for information security and processing standards, including but not limited to Visa's Cardholder Information Security Program (CISP) requirements at http://usa.visa.com/business/accepting_visa/ops_risk_management/cisp.html and Mastercard's Site Data Protection (SDP) program requirements at <https://sdp.mastercardintl.com>.
2. In accordance with industry standards and when requested by the Judiciary, the Contractor shall complete security and processing audits successfully.
3. The Contractor shall receive and process data files from those Judiciary programs collecting and securing the payment data internally.
4. The Contractor shall maintain financial and accounting records and supporting evidence pertaining to the contract in accordance with generally accepted accounting principles.
5. The Contractor shall acknowledge and agree that all such reports, records, tapes, files or other materials developed or acquired by the Contractor as a specified requirement of the contract shall become the property of the Judiciary.
6. All information supporting the contract and all tapes, files and data files maintained by the Contractor for such purposes shall be turned over by the contractor to the Administrative Director of the Courts, or a designated representative, at no cost to the Judiciary, upon request, at the termination or cancellation of the contract.
7. The Contractor must have security measures in place to protect the confidentiality of the information received and transmitted. In the event that the Contractor has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the services being provided under the contract, the Contractor must immediately suspend contract performance, and immediately notify the Contract Manager in the Judiciary.
8. The Contractor shall not reveal or disclose any information provided by any Judiciary office or obtained from the customer during the payment or collection process to any source or entity without prior written approval of the Judiciary office.
9. The Contractor shall provide for the disposal of all documents containing any confidential information obtained pursuant to the contract. The destruction method for disposal must be approved by the Judiciary.
10. The Contractor shall agree all the information provided by the Judiciary and all information obtained during the payment or collection process pursuant to the contract, shall not be used by the Contractor to create, in whole or in part, any mailing list, telemarketing list, other marketing list or research aid, or other data base to be sold or otherwise provided to any third party.
11. The State of New Jersey and the Contractor shall exercise reasonable care to protect the confidential information of Contractors, Subcontractors, citizen end users, and the State of

New Jersey in accordance with all applicable laws pertaining to the contract. **(Contractor shall execute a Confidentiality Agreement (See Attachment #6 for sample)) before contract award).**

12. The Contractor shall exercise an industry professional standard of care to protect the confidential information of sub-Contractors, citizen end users, and the Judiciary in accordance with all applicable laws pertaining to the contract.
13. The Judiciary agrees to use reasonable security precautions within its system, hardware and software to prevent the unauthorized or fraudulent use of the Contractor's system.

3.2.16 TELECOMMUNICATIONS AND DATA PROCESSING EQUIPMENT AND SERVICES REQUIREMENTS

1. The Contractor shall provide, at no additional cost to the State of New Jersey, all telecommunications and data processing equipment and services, required for all services the Contractor provides throughout the duration of the contract, including but not limited to credit and debit card readers, telecommunication and data cabling and wiring and telecommunications circuits, which shall include dedicated communications lines for Judiciary transactions. The Contractor shall reduce its transaction cost for those Judiciary programs that do not require Contractor provided equipment and lines.
2. The Contractor shall provide installation, maintenance, and upgrades throughout the duration of the contract at no additional charge to the Judiciary program.
3. The Contractor shall upgrade all such telecommunications, data equipment and services as required by the Judiciary program.
4. In addition to Section 5.8, the Contractor shall maintain ownership of such equipment, which may be retrieved by the Contractor at the termination of the contract. However, all permanently installed equipment such as telecommunication and data wiring and cabling and related devices shall become the property of the Judiciary, unless the Judiciary expressly approves the Contractor's request in writing to retrieve such equipment.
5. The Contractor shall acquire and maintain the validity of any software licenses required, and provide appropriate documentation if requested by the Judiciary.
6. The Judiciary shall not be committed to any minimum usage period, nor agree to lease any such equipment.
7. All Contractor installed telecommunications and data processing equipment shall be installed in accordance with all applicable State, local, and industry standards, and must be approved by the Judiciary's Information Technology Office.
8. The Contractor shall rectify all problems at a Judiciary office location, including the municipal court offices, within one business day upon notification by the Judiciary about equipment problems.

3.2.17 ACCESSIBILITY COMPLIANCE

1. All products provided by the Contractor shall comply with the applicable accessibility requirements of the New Jersey IT accessibility standards. (http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php).

2. The Contractor must abide by the State's web site standards and guidelines which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems.

The standards can be located at the following link::

<http://www.state.nj.us/it/webguide/introduction.html>

3.2.17.1 AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS:

1. The Contractor shall comply with Americans with Disabilities Act (ADA) requirements. This requirement includes, but is not limited to, systems that are compatible with telephone devices for the deaf (TDD), also known as teletypewriters (TTY). Additional information may be found on the Americans with Disabilities Act website at WWW.ADA.GOV, and on the United States Access Board web site at [HTTP://WWW.ACCESS-BOARD.GOV/](http://WWW.ACCESS-BOARD.GOV/).

3.2.18 ON-SITE TECHNICAL SUPPORT

1. If requested by a Judiciary program, the Contractor shall provide as-needed, on-site technical support and on-site training for the following activities, without limitation:
 - During any conversion of the Judiciary's payment gateway.
 - During the conversion of the Judiciary's existing IVR application to the Contractor-supplied IVR solution.
 - During the conversion to a Contractor-supplied e-check solution.
 - During the conversion to point-of-sale (POS) equipment, whether by telephone line connections or connections over Internet Protocol (IP), to a Contractor-supplied POS solution.
 - During the implementation and maintenance of IVR, POS, and e-checks applications utilizing a Contractor-supplied solution.

3.3 DISCONTINUANCE OF IT HARDWARE AND SUPPORT

During the term of the contract, the contractor shall provide reasonable notice to the Director and State Contract Manager on all IT hardware and software that will no longer be manufactured and supported. Reasonable notice shall be within 30 days after the manufacturer's announcement that it will discontinue manufacture and support of such IT Hardware and software. In such instances, the contractor will immediately discontinue selling such IT hardware and software to the State and others agencies using the contract, and provide the Director with a plan to support and service any existing installed based of such IT hardware and software. If the Director is satisfied with the support and continued service plan offered by the contractor, the Director shall take no further action against the contractor and may permit the contractor to sell the IT hardware and software under specified terms and conditions established by the Director. If the contractor fails to provide reasonable notice to the Director and/or continues to sell IT hardware and software to the State or its Using Agencies after the manufacturer has announced it will discontinue the manufacture and support of the IT hardware and software, all such purchases shall be deemed voidable by the Director and; (a) outstanding purchase orders may be cancelled without charge; (b) the IT hardware and/or software returned to the contractor; and the Director may employ all means to seek restitution of the purchase price from the contractor unless the

State has had the use of and support of the IT hardware and/or software for a minimum of three (3) years prior to the announcement of discontinuation.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.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 **ten (10) 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 **ten (10) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The Bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

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

4.4 BID PROPOSAL CONTENT

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

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

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The Bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.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/08x39598.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 web page <http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

The Bidder may go to www.nj.gov/nibgs 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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>.

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 web page:

<http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The Bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the Bidder is operating under a federally approved or sanctioned Affirmative Action program. If the Bidder has neither document of Affirmative Action evidence, then the Bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities web page:

<http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>. Refer to section 7.1.2 of this RFP.

4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All Bidders should complete the attached Notice of Intent to Subcontract Form <http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.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/08x39598.shtml>.

4.4.3.5 SUBCONTRACTOR UTILIZATION FORM

If the Bidder intends to utilize a Subcontractor, the [Subcontractor Utilization Form](http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml) <http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml> should be completed and submitted with the bid proposal.

A. 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/08x39598.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/08x39598.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce, Economic Growth and Tourism Commission at (609) 292-2146.

4.4.4 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's contract schedule should be consistent with the Mobilization and Implementation Plan. 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.

This timetable should be designed to demonstrate how the Bidder will have the contract up and operational from the date of notification of award.

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

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 shall have a plan for the recruitment of staff to provide all services required by the RFP at the contract start date that includes the mobilization and implementation period. 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 SCOPE OF WORK-SPECIFIC RESPONSE

The Bidder should describe how it will meet each of the items addressed in the Scope of Work (SOW) Section of this RFP, giving particular attention to the following areas:

- Bidder's ability to meet the data security requirements
- The Bidder's ability to integrate into current systems
- Bidder's ability to meet the reporting requirements
- Bidder's equipment and plans for Point-of-Sale, Point of Purchase, and Internet/web transaction implementation, including the provision of a proforma receipt that will be issued to customers (card users)
- The Bidder's protocol for handling charge-backs and disputed payments
- The Bidder's training program. Although training is listed as an option item on the Price Sheet, the Bidder should describe its specific plans to meet the requirements of Sections 3.1.13, 3.1.13.1 and 3.2.13.

- The catalog of equipment that can be supplied by the Bidder
- The Bidder's capability to provide on-site technical support, if required by the State
- The Bidder's capability and readiness to provide the testing environments required by RFP Sections 3.1.18 and 3.2.14.

4.4.4.6 JUDICIARY APPLICATION (EPAY)

The Judiciary has established and maintains a "home grown" application (ePay) that serves as a common e-payment gateway for all Judiciary applications to use to communicate with a credit card service provider. Accordingly, in its response to this RFP, the Bidder shall provide a detailed explanation of its proposed proprietary or open source gateway, or its Web services definitions that the Bidder will offer in order to facilitate credit card transactions between the Judiciary and the Credit Card Processor. This explanation shall include a listing of any Bidder supplied APIs and their use, and details on any Bidder specific data requirements or instructions on how the Judiciary would securely access the Bidder specific Web services.

4.4.4.7 JUDICIARY IMPLEMENTATION

The bidder shall provide the Judiciary with a detailed implementation plan as part of its bid proposal which describes its plans for the transition from current Judiciary operations to the Contractor's system.

4.4.4.8 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.

4.4.4.9 PROFORMA INVOICE

The Bidder must include a proforma invoice as part of its proposal. [See RFP Section 3.2.6.2](#)

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 individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. The attached Resume Form (**Attachment #7**) **must** be used. 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)

Not applicable to this procurement.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the contract, the Bidder should submit certified financial Statements to include a balance sheet, income Statement and Statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If certified financial Statements are not available, the Bidder should provide either a reviewed or compiled Statement from an independent accountant setting forth the same information required for the certified financial Statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial Statements and other

information included in the Statements fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the periods presented in the Statements. In addition, the Bidder should submit a bank reference.

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

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

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

4.4.5.8 SUBCONTRACTOR(S)

All Bidders should complete the Notice of Intent to Subcontract Form if 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 should also be submitted with the bid.

If the bidder fails to submit the forms with the bid proposal, the bidder shall submit the forms within five (5) days of the State's request.

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

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

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

The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's proposal.

4.4.6 PRICE SCHEDULE

The Bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP as Attachment 5. 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.

The Bidder shall also provide all-inclusive hourly rates for On-Site Support and Additional Work.

In addition, the Bidder shall provide all information pertaining to the equipment that can be supplied by the Bidder and the cost for this equipment, including payment options such as outright purchase or lease.

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, all addenda 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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities web page:

<http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.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 05 09 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 years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities web page, <http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to two (2) years, by mutual written consent of the Contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed. It is not anticipated for this contract to exceed five years including extensions.

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

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

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

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

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 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

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.17 SUSPENSION OF WORK

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

5.18 CHANGE IN LAW

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

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.20 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 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities web page <http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.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 be submitted in accordance with the requirements of the Scope of Work Section of this RFP.

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 PRICE DETERMINATION

The rates charged by the Contractor will change on an annual basis, based on the total sales volume for the most recent twelve month period, in accordance with the sales volume rate categories submitted by the Contractor in response to the RFP resulting in this contract (Attachment 5 to the RFP).

The **initial rates** will be **determined by most recent twelve month period** as provided by the State.

If total sales volume ranges should increase beyond current volume ranges that appear in Attachment 5, the State reserves the right to enter into negotiations with the Contractor to obtain lower rates, and/or adjust the sales volume categories. The rates bid shall not increase over the term of the contract.

5.21.2 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 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities web page
<http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 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; or (2) replace or modify the product to provide a non-infringing product that is the functional equivalent.

5.22.2 INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

Limitation of Liability

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:

Indemnification

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 05 09 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 05 09 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.

5.23 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities web page <http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>, Contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-State governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

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

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

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION, DEMONSTRATION AND/OR CLARIFICATION OF BID PROPOSAL

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

A Bidder may be required to give an oral presentation and/or demonstration 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 and/or demonstration 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 and/or demonstration 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 and/or demonstration 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 PRICE SCHEDULE

For evaluation purposes, Bidders will be scored according to a price model that will incorporate some of the various rates bid on the Price Sheet located in Attachment 5, Current Bid Opportunities web page, <http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.shtml>.

There are 19 price lines to fill out. Please note that although you are **required** to **list** the **prices** for **training (price line #17)**, **additional work (price line #18** and for **equipment (price line #19)**, such as **Point of Sale**, these **three categories** will be **used** at the **option** of the ordering **agency** and **will not be included** in the **price model** that will be **evaluated**.

6.3.3 BID DISCREPANCIES

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

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible Bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

It is the intent to award the contract to one Bidder for all services.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any Bidder, and/or solicit a Best and Final Offer (BAFO) from one or more Bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select Bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all Bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, Bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all

mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

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

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

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.State.nj.us/treasury/purchase/forms.htm#eo134>, 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 [Credit Card Processing- latest- 4-24-07- Rev 4.doc](#), shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

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

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure Statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the Contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.State.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.State.nj.us/treasury/purchase/bid/summary/08x39598.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 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible Bidder(s), whose bid proposal(s), conforming to this RFP, is(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.

7.5 LATE SETTLEMENT CHARGES

If the Contractor fails to settle with the State within twenty-four (24) on a transaction, the Contractor shall pay the State daily interest on the unpaid settlement on the prime plus 1%.

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 cannot resolve a dispute with contract users.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELow
State Treasurer

September 12, 2007

To: All Interested Bidders

Re: RFP # 08-X-39598
CREDIT CARD PROCESSING SERVICES, STATEWIDE
Bid Due Date: October 25, 2007 (2:00 p.m.)

ADDENDUM #1

Due to conflicting language in the RFP as to whether the Pre-bid Conference is mandatory or optional, this addendum is provided to clarify that the Pre-bid Conference is **optional**. It is **not mandatory**.



State of New Jersey

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PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State
TREASURER

September 20, 2007

To: All Interested Bidders

Re: **RFP # 08-X-39598**
CREDIT CARD PROCESSING SERVICES, STATEWIDE
Bid Due Date: October 25, 2007 (2:00 p.m.)

ADDENDUM #2

1. The deadline for Electronic Questions has been extended until 9/28/07. This includes questions asked at the Optional Pre-bid Conference held on 9/18/07, as well as any new questions.

Please submit your questions in accordance with the ebid process described in RFP Section 1.3.1 (Electronic Question and Answer Period).

2. The list of vendors who attended the Optional Pre-bid Conference is as follows:

Bank of America
123 Foxcroft Rd.
Pittsburgh PA 15220
Phone: 412-429-8186
Contact Person: Richard Drury

Core Tranz
2329 Highway 34 Suite 303
Manasquan NJ 08736
Phone: 877-443-4455
Contact Person: David Wangenen

Fifth Third Processing Solutions
6 Cardinal Dr,
Bow NH 03304
Phone: 603-224-6275
Contact Person: Joe Lane

First Data
11311 Cornell Park Dr. Suite 300
Cincinnati OH 45242
Phone: 513-489-9599
Contact Person: Daniel Flohn

Link 2 Gov/Metavante Corp.
1 Burton Hills Blvd.
Suite 300
Nashville TN 37215
Phone: 615-297-2770 Ex. 229
Contact Person: David Stephenson

M & T Bank
95 Highland Ave.
Suite 105
Bethlehem PA 18017
Phone: 610-814-0385
Contact Person: Joe Madison

M.S.C.Tri State
183 Person St.
Orange NJ 07050
Phone: 973-677-9785
Contact Person: Carmen Wilkins Donns

Nova Information System
832 Meadow Dr.
West Mifflin PA 15122
Phone: 412-464-2714
Contact Person: Paul Gurtner

Official payments
One Landmark Square
Suite 400
Stanford CT 06901-2629
Phone: 866-580-0980
Contact Person: Don Russell

Sallie Mae
12061 Bluemont Way
Reston VA 20190
Phone: 793-362-0614
Contact Person: Brian Lennon

United Bank Card, Inc.
53 Frontage Rd.
Perryville Industrial Park Bldg. III
Hampton NJ 08827
Phone: 800-201-0461
Contact Person; Jonathan Kramer



State of New Jersey

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DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State
TREASURER

October 15, 2007

To: All Interested Bidders

Re: RFP # 08-X-39598
CREDIT CARD PROCESSING SERVICES, STATEWIDE
CURRENT BID DUE DATE: OCTOBER 25, 2007 (2:00 P.M.)
REVISED BID DUE DATE: NOVEMBER 09, 2007 (2:00 P.M.)

ADDENDUM #3

1. The Bid Due Date for this project has been changed from **October 25, 2007** to **November 09, 2007**. All other requirements remain the same.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State
TREASURER

November 02 2007

To: All Interested Bidders

Re: RFP # 08-X-39598
CREDIT CARD PROCESSING SERVICES, STATEWIDE
CURRENT BID DUE DATE: NOVEMBER 09, 2007 (2:00 P.M.)
REVISED BID DUE DATE: NOVEMBER 28, 2007 (2:00 P.M.)

ADDENDUM #4

1. The Bid Due Date for this project has been changed from **November 09, 2007 to November 28, 2007**. The State is preparing responses to pending questions, which will be posted to the website as an addendum in the near future.

All other requirements remain the same.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State
TREASURER

November 21, 2007

To: All Interested Bidders

Re: RFP # 08-X-39598
CREDIT CARD PROCESSING SERVICES, STATEWIDE
CURRENT BID DUE DATE: DECEMBER 20, 2007 (2:00 P.M.)

ADDENDUM #5

1. The Bid Due Date for this project has been changed from **November 28, 2007 to December 20, 2007**. The State is finalizing its responses to pending questions, which will be posted to the website as an addendum in the near future.

All other requirements remain the same.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State Treasurer

December 12, 2007

To: All Interested Bidders

Re: RFP # 08-X-39598
CREDIT CARD PROCESSING SERVICES, STATEWIDE
CURRENT BID DUE DATE: DECEMBER 20, 2007 (2:00 P.M.)

ADDENDUM #6

1. The Bid Due Date for this project has been changed from **December 20, 2007** to **January 31, 2008**. The State is finalizing its responses to pending questions, which will be posted to the website as an addendum in the near future.

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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
Acting State Treasurer

January 22, 2008

To: All Interested Bidders

Re: RFP # 08-X-39598
CREDIT CARD PROCESSING SERVICES, STATEWIDE
OLD BID DUE DATE: JANUARY 31, 2008
CURRENT BID DUE DATE: FEBRUARY 21, 2008 (2:00 P.M.)

ADDENDUM #7

1. The Bid Due Date for this project has been changed from **January 31, 2008 to February 21, 2008**. The State is finalizing its responses to pending questions and an addendum with the responses will be posted in the near future.

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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
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TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
Acting State Treasurer

February 14, 2008

To: All Interested Bidders

Re: RFP # 08-X-39598
CREDIT CARD PROCESSING SERVICES, STATEWIDE
OLD BID DUE DATE: FEBRUARY 21, 2008
CURRENT BID DUE DATE: MARCH 13, 2008 (2:00 P.M.)

ADDENDUM #8

1. The Bid Due Date for this project has been changed from **February 21, 2008 to March 13, 2008**. The State is finalizing its responses to pending questions and an addendum with the responses will be posted in the near future.

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



State of New Jersey

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P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
Acting State Treasurer

February 25, 2008

To: All Interested Bidders

Re: RFP # 08-X-39598
CREDIT CARD PROCESSING SERVICES, STATEWIDE

Current Bid Due Date: MARCH 13, 2008 (2:00 p.m.)

ADDENDUM # 9

PART 1

CREDIT CARD PROCESSING SERVICES, STATEWIDE

Bid Number 08-X-39598

Answers to Questions

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

Where a distinction needs to be made between the Executive Branch and Judiciary Branch of government, the portion of the answer pertaining to each Branch will be indicated by "E:" for the Executive Branch and "J:" for the Judiciary Branch. No indicator will appear in a given answer if there is no distinction to be made between the Branches.

If a Page Column is marked with the letter **T** and a **number** (i.e., T-3), it means that the question came from the Tape and Transcript.

#	Page #	RFP Section Reference	Question	Response
1	5	1.2	<p>The RFP states that "This is a re-procurement of the "Merchant Card Payment Services" term contract, presently due to expire on December 31, 2007."</p> <p>Can you please provide the name of the incumbent contractor, term contract #, contract award/expiration date, contract duration, and the estimated contract value</p>	<p>Incumbent contractor: NOVA Information Systems, Inc.</p> <p>Term Contract #: None. (OMB issued the RFP/contract.)</p> <p>Contract Start (Award): July 1, 1998</p> <p>Contract Final Expiration: September 30, 2008.</p> <p>Current Contract Duration: 10</p>

#	Page #	RFP Section Reference	Question	Response
				years and three months. Estimated Contract Value: Approx. \$2 million/fees/annually (FY 2006 data)
2	N/A	General	We would like the opportunity to contact our reference to let them know that you will be calling. Are you planning to contact all of the references listed?	The State's policy is to keep confidential from bidders, which contacts (if any) it decides to communicate with for references.
3	N/A	General	How will the monitoring of the 25% of the contract value be monitored since the contract value is \$0.00?	The contract value will be calculated at the time of award, based on then-current volumes and the successful bidder's pricing.
4	N/A	3.1.1(5)	Is the checklist described in this section required in response or would it be best provided within a reasonable time after the award of the contract?	E: A clearly defined process or checklist specific to this contract must be submitted after the initiation of the contract; however, the bidder should include sufficient information in its bid to demonstrate that it has the capability to explain its processes clearly to using agencies.
5	N/A	3.1.2(5)	Who is your current IVR provider?	E: The MVC currently uses IBM as their IVR provider. The Division of Revenue (DOR) uses Official Payments and the Department of Health and Senior Services (DHSS) uses Vitalchek Network Inc. These are the only agencies in the Exec. Branch to our knowledge that utilize IVR.
6	N/A	3.1.3(1)	Who is your current E-Payments Gateway provider?	E: The Exec. Branch currently uses PayPal/Verisign's Payflow Pro for its WEB applications. The MVC uses Viawarp for POS over IP.
7	N/A	3.1.5	Please describe the difference between Merchant Name (DBA) and State Agency Name.	E: There may be instances where there are multiple merchants within a given Exec. Branch agency.
8	N/A	3/1/15	Please describe in detail what is expected of the contractor when installing telecommunication lines and equipment. Is there a contract with the State for Telecomm services in-which we can use?	E: If additional or dedicated phone lines or other telecommunications equipment are required at any location in order to operate the contractor's equipment, the contractor shall be

#	Page #	RFP Section Reference	Question	Response
				responsible for installation and maintenance of that telecommunications equipment.
9	N/A	General	The last page of the Attachment 5, line 20 allows you to add pricing for equipment but in section 3.2.16 (1) it states that the contractor may not add fees for equipment. Can you please clarify?	<p>State agencies will be responsible for purchasing/leasing their terminals from a catalogue supplied by the Contractor which is referred to in Attachment 5, line 20.</p> <p>Please refer to Part 2, Items 4 and 6 of this Addendum for the revised language pertaining to equipment supplied by the Contractor.</p>
10	N/A	General	Is it accurate to understand that deposits, stemming from agency credit card transactions, would be made into bank accounts owned and controlled by the State (not the Contractor)? Under this contract, therefore, would the Merchant of Record be the State (and its participating state agencies)?	<p>Deposits stemming from agency credit card transactions will be made into State owned and controlled accounts.</p> <p>The State is not familiar with the term "Merchant of Record."</p>
11	N/A	General	Some entities (e.g. American Express and Discover) currently have direct agreements (State Master Agreements) with the State for acceptance of credit card payments.	Yes, the State has agreements in place with AMEX and Discover which are used by various State agencies.
12	N/A	General	Would these State Master Agreements (and their renewals) involve a separate contractual process from this RFP? Will any agreements, apart from the agreement between the State and the Contractor, be executed to facilitate credit card acceptance, especially in light of the existing State Master Agreements (e.g., American Express and Discover)? If so, would these agreements be between the State and these entities (e.g., American Express or Discover) and, additionally, if so, what timing would come into play toward integrating these agreements within the scope of services addressed by this RFP?	<p>Executing the separate agreements would not require a separate contracting process.</p> <p>{Please see the answer to Question #59, below.}</p>
13	N/A	General	What provisions will be made for Executive and Judiciary Branch agencies that accept American Express Cards currently, under a two-day payment plan, to continue American Express Card acceptance?	<p>All State Agencies accepting AmEx today should be able to accept AmEx as part of a new contract.</p> <p>If payment received through any card accepted by the Contractor cannot be settled in the 24-hour time frame required by this RFP, the bidder shall describe, in its response proposal to the RFP,</p>

#	Page #	RFP Section Reference	Question	Response
				<p>which cards cannot be settled in this time frame and what steps it will take address the issue of settling payments as close as possible to the 24-hour time frame.</p> <p>IMPORTANT NOTE: If the Contractor is able to accommodate Amex's and Discover's settlement requirements and meet the 24-hour time frame, Municipal Court Direct will be able to accept those cards. If the contractor cannot meet the 24 hour time frame, this major program of the Judiciary Branch cannot accept such cards.</p>
14	N/A	General	Which, if any, Executive and Judiciary Branch Agencies/Departments will be mandated to participate under this contract? How will this be communicated to them?	The contract resulting from this procurement will be the only one of its kind available to State Agencies. Use of State contracts is regulated by State purchasing guidelines.
15	N/A	3.1.1 #11	<p>Contractor must understand and agree that the State of NJ has the right to identify the brands of credit and debit cards that shall be accepted. The Contractor shall process, at a minimum, American Express, Visa, MasterCard, Discover, debit card and e-check."</p> <p>Is the State mandating acceptance of American Express, Visa, MasterCard and Discover? Will the Contractor be required to implement uniformly across participating agencies? That is, is the Contractor required to roll out all capabilities for the four major credit cards at the same time with comparable implementation procedures? (e.g. provide parity of point of purchase materials and parity PIP capability to process Visa, MasterCard, Discover and American Express transactions)</p>	No, the State does not mandate which card type an agency must accept. Rather the State requires that the Contractor be able to process all card types and each agency will determine which card types it wants to accept.
16	N/A	3.1.1 #12	<p>The Contractor's system must be capable of handling PIP transactions directly with financial service providers such as American Express and Discover Card."</p> <p>With respect to this section, is your intent to have all agencies connect directly to American Express, for example, for authorization and submission of American Express transactions? Does this section mean that PIP technology will be mandated for participating agencies</p>	<p>E and J: No. All credit card processing will flow through the Contractor, who will be responsible for routing Amex and Discover Card traffic through to and passing back the authorization from Amex and Discover Card.</p> <p>Note: This response applies to both the Executive and Judiciary</p>

#	Page #	RFP Section Reference	Question	Response
			under this contract?	Branches.
17	N/A	General	As the Contractor will be required to process American Express transactions, must the Contractor also remain in compliance with the American Express Data Security Operating Policy? This mandate would be consistent with this RFP's PCI standards' compliance mandate, and would also be in the best interests of the State of New Jersey.	Yes.
18	26	3.1.15	Point 1 indicates that equipment must be provided at no additional cost. The attachments give a volume estimate, but no indication of how many physical terminals are needed. How many terminals will be required?	<p>E and J: At the present time, the exact number of terminals is unknown. The information provided is the best information available at this time.</p> <p>Note: This response applies to both the Executive and Judiciary Branches.</p>
19	26	3.1.15	Point 1 requires telecommunications be provided. Dial up versus IP transactions are less than 1% of the total transactions. Will 800 number accesses be sufficient for this requirement or does a physical phone line need to be provided? If a phone line is required, how many will be needed?	<p>E and J: 800 number access is acceptable. At this time, the number of phone lines is unknown.</p> <p>Note: This response applies to both the Executive and Judiciary Branches.</p>
20	26	3.1.15	Point 1 requires terminals be provided. Given the extremely small volume of dial transactions and the requirement in point 6 of no minimums or lease, is there a plan to covert all transactions to IP in the near future?	<p>E and J: No.</p> <p>Note: This response applies to both the Executive and Judiciary Branches.</p>
21	31	3.1.15	Equipment is required to be provided. VT is designed to operate on existing PC's. Is there a requirement to provide additional equipment or operate on existing PC equipment? VT requires a peripheral check imager and magnetic card swipe to process check and credit cards. Will this equipment need to be provided? How	<p>E: The VT will run on an existing PC and Exec. Branch agencies will be responsible for acquiring these PCs.</p> <p>Exec. Branch agencies that want to use functionalities that connect to the PC will acquire the appropriate equipment from the Contractor.</p>
22	34	3.2.8	Point 1 states that the number of terminals cannot be limited. What is the maximum number of terminals that could be required?	If plans develop to place POS terminals in each municipality and each division of the JUDICIARY, the total could approach 750.
23	35	3.2.12	Point 2 requires that Contractor provide phone lines. . Dial up versus IP transactions are less than 1% of the total transactions. Will 800 number accesses	J: 800 number access will be sufficient.

#	Page #	RFP Section Reference	Question	Response
			be sufficient for this requirement or does a physical phone line need to be provided? If a phone line is required, how many will be needed?	
24	N/A	3.1.1 (1)	Please provide the name of the incumbent acquiring processor providing merchant processing services.	E: Incumbent Contractor: NOVA Information Systems, Inc.
25	N/A	3.1.1 (2)	Please provide the name of the existing e-payment gateway services provider.	E: The Exec. Branch currently uses PayPal/Verisign's Payflow Pro for its WEB applications. The MVC uses Viawarp for POS over IP.
26	N/A	3.1.5 (2)	This section requires the Contractor to provide "customer name" within reporting available. Is this a request for the cardholder name to appear on reporting?	E: If the customer name is made available to the Contractor, the name should be included in the report.
27	N/A	3.1.5 (3)	This section makes reference to "convenience fee" transactions. Please describe all environments where a convenience fee is charged. How much is the convenience fee charged? Who charges the convenience fee, the State or a Contractor?	<p>E and J: The Exec. Branch does not currently utilize convenience fees. DHSS uses a service charge, which is similar to a convenience fee.</p> <p>If the business model should change, the contractor shall be prepared for the case where some programs may require that a convenience fee be collected by the Contractor and passed through. The Contractor shall be able to handle any model of convenience fee. See Modification to RFP in Part 2, item # 2 of this Amendment.</p> <p>This response applies to both the Executive and Judiciary Branches</p>
28	N/A	3.2.3 (1)	The second paragraph in this section refers to "existent audit trail data fields" that the new gateway/acquiring provider must map to. Will the State provide a description of these data fields in advance of the RFP response due date for review?	J: The Judiciary is currently using Order number, Bank number, Terminal number, 4 digits of credit card number, Amount, Date and Time.
29	N/A	General	Please identify the middleware/software and hardware utilized by each Agency to submit transactions to the Acquirer for processing. Are any of the Agencies listed currently utilizing dial-up terminals or applications?	<p>E: Most Exec. Branch agencies currently use PayPal/Verisign's Payflow Pro for its WEB applications; however, MVC uses Nova Information Systems as their e-payment gateway. MVC uses Viawarp running on a Windows 2003 server as its middleware.. Desktops access the application through a web browser.</p> <p>J: The Judiciary interface to its current contractor's proprietary software is a J2EE application</p>

#	Page #	RFP Section Reference	Question	Response
				running on a Websphere application server hosted on an IBM 590 LPAR running Unix. The current contractor's VIAexport software is running on a Windows 2003 server. The Judiciary also uses Verisign
30	N/A	General	What challenges or problems has the State experienced under its current merchant processing program?	<p>E: The Exec. Branch has not been able to have a field that uniquely identifies each transaction through the complete transaction process (including web, mail order/telephone order, IVR, POS for credit cards, debit cards and e-checks) from authorization to settlement. The absence of this field has created reconciliation issues.</p> <p>Also the Exec. Branch uses several products/approaches for processing credit cards debit cards and e-checks transactions. The Exec Branch would like to have one product/approach for all kinds of transactions.</p> <p>J: Through the new contract, the Judiciary seeks to address a problem of not having a sufficient number of test cards with sufficient balances in order to perform ongoing testing, load testing and for training purposes.</p>
31	N/A	General	What added benefits is the State seeking with a new processing relationship?	The two branches would like to realize savings by economy of scale and by having one way of doing business for web, mail order/telephone order, IVR, POS for credit cards debit cards and e-checks transaction.
32	N/A	General	Is the State currently certified compliant with the PCI (Payment Card Industry) Data Security Requirements? If no, when do you anticipate achieving compliance?	<p>E: The Exec. Branch is currently compliant with scanning. It is not compliant with the self-assessment questionnaire. It does not know at this time when this will occur.</p> <p>J: The Judiciary is currently certified as a level 2 merchant.</p>
33	N/A	General	Is the State currently certified compliant with the PCI (Payment Card Industry) Data Security Requirements? If no, when do you anticipate achieving compliance?	{Please see the answer to Question #32, above.}
34	N/A	General	Is the State currently storing card track	E: The storage of card track data

#	Page #	RFP Section Reference	Question	Response
			data, CVV2 data or PIN data?	<p>is at the discretion of each Exec. Branch agency. In the future, the capture of such data will be determined by industry standards.</p> <p>J: The Judiciary stores an encrypted credit card number and expiration date only, and does not process swiped credit cards or obtain CVV2 or PIN data. The Judiciary will be changing its process to allow for the optional entry of CVV2, as some credit cards companies now require that information be sent to them as part of the transaction.</p>
35	N/A	General	Has the State ever been involved in a data security compromise, with respect to credit/debit card activity?	Not to our knowledge.
36	N/A	General	Has the State completed a PCI Self Assessment and quarterly network scan? If yes, please provide self assessment and scan results	<p>E: Yes, however, this is considered confidential information. See answer to # 32.</p> <p>J: The Judiciary has completed the necessary PCI Assessment and quarterly scans and is compliant as a level 2 merchant.</p>
37	19 #2	General	Transaction deposits in merchant accounts must be made within 24 hours of the transaction date. Should this read "Transaction deposits in merchant accounts must be made within 24 hours of the date that the Agency submits the transaction for settlement?"	<p>E: The Exec. Branch understands "date submitted for settlement" is defined as the date the agency sends the batch to the processor.</p> <p>J: No batch processing is involved because all Judiciary transactions are submitted on the day they occur.</p>
38	19 (5)	General	How many State/Agency depository accounts are being used for credit card deposits? At which financial institution do these accounts reside?	<p>E: All funds must be credited/settled to an Executive Branch-owned Direct Deposit Account (DDA), which at the present time is with Wachovia.</p> <p>J: The Contractor must settle each day's transactions within 24 hours of the day of the transaction into more than 1000 accounts as designated by the Judiciary. All such accounts are at banks in New Jersey.</p>
39	21-22	3.1.9	Internet/Web Card Not Present # 1. Please clarify the statement "If not used, no charges shall be incurred by the state"? Do you mean no charge for AVS or no additional interchange charges?	E: If AVS is not used in these cases, the "State of NJ" is not responsible for any charges that the credit card processor allows through by not verifying the

#	Page #	RFP Section Reference	Question	Response
				addresses.
40	30	3.2.2 #7	Please provide detailed information on Interactive Voice Response (IVR) systems: product name, credit card processing acceptance, communication methods, credit card interface name, processors the system is certified with, card acceptance utilized, credit, debit, etc., and if IVR interfaces with other systems. Please also provide telecomm method used and status of PCI compliance, if known, utilized by the Judiciary today and a list of Merchant accounts utilizing each system.	J: Currently, the Judiciary does not use IVR systems. It wants the flexibility to use them in future applications.
41	39	3.2.2 #8	Please provide information on the Judiciary Mail/telephone Order applications systems: product name, credit card processing acceptance, communication methods, credit card interface name, processor the system is certified with, card acceptance utilized, credit, debit, etc., and if interfaces with other systems. Please also	J: Currently, the Judiciary does not use mail/telephone order applications. It wants the flexibility to use them in future applications.
42	30	3.2.3 #1	Please clarify if the Judiciary is interested in a Fully Hosted, Partially Hosted, API Interfaced payment Gateway or a Middleware software product. The statement must run on a Windows server and AIX is not clear.	J: Any software provided by the processor as part of its gateway solution must run on Judiciary servers which run the current and future versions of Microsoft's Windows Servers and /or IBM's AIX operating system, and must utilize a minimum of 128-bit SSL transaction encryption.
43	39	3.2.3.1 #1	Does the Judiciary utilize a Payment Gateway today and if so is this a third party product or internally built? If third party, please provide the company and product name? What communication methods does it use today Internet or Lease line? Is this product PCI compliant? Please provide a list of merchant locations that are utilizing each Gateway	J: All Judiciary applications that currently process credit cards use an internally created J2EE application (ePay) to interface with the current contractor's solution API. The current contractor has proprietary software running on the Judiciary's Windows 2003 server located within the Judiciary's data center and this software provides the APIs needed to process a transaction. The contractor's software handles the Internet based communication between the Judiciary's site and its site. This software could use leased lines for the communications. The current contractor's solution does not store any data and as deployed within the Judiciary network topology is PCI compliant.
44	30	3.2.3.1 (1)	Does the Judiciary have technical	J: Yes. Once the contract is

#	Page #	RFP Section Reference	Question	Response
			resources to reformat their current API, and did these resources develop the current API?	awarded, the Judiciary will initiate a project to convert from the current contractor to the selected contractor.
45	17	3.1.2 (4)	Please provide information on all Interactive Voice Response (IVR) systems: Agency Name, product name, credit card processing acceptance, communication methods, credit card interface name, processor the system is certified with, card acceptance utilized, credit, debit, etc., and if interfaces with other systems. Please also provide telecomm method used and status of PCI compliance if known utilized by the State and a list of the merchant locations that! Are utilizing each IVR system.	E: The Exec. Branch currently does not host any transaction-oriented IVR systems. The hosting of these transactions are contracted out to contractors, and the Exec. Branch does not possess this information.
46	17	3.1.2 #5	Please provide information on the Mail/telephone Order applications systems: Agency Name, product name, credit card processing acceptance, communication methods, credit card interface name, processor the system is certified with, card acceptance utilized, credit, debit, etc., and if interfaces with other systems. Please also provide telecomm method used and status of PCI compliance if known utilized by the State and a list of merchant locations that are utilizing each application system.	E: DHSS is currently the only Exec. Branch doing Mail/telephone orders. The information requested is not available. The DHSS system is not at all like the one specified in the RFP. The Exec. Branch may want to do mail/telephone operations in the future.
47	N/A	General	Please provide a listing of POS Equipment by merchant location. Please include manufacturer, model, software application, hardware, operating system, pin pads, printers, check readers, communication method utilized	E: {Please see the answer to question #18, above.} Additionally, MVC uses VeriFone 900 impact printers and MagTek swipes to process credit card transactions. J: Presently no POS equipment is used at Judiciary locations.
48	N/A	General	Please provide a listing of Payment Gateways, number, name, payment acceptance, systems interfaced to, merchant locations utilizing each and communication method.	{Please see the answer to Question #29, above.}
49	N/A	General	Please provide a listing of Frame Circuits, size, number, location, merchant locations utilizing this communication method, back up circuits utilized today.	E: This information is not known at this time. J: The current contractor uses Internet based communications for the traffic between the Judiciary's data center and the Contractor's site.
50	N/A	General	Please provide an estimate, by percentage (%), of the volume of transactions/items processed as card-present and the volume/items processed	E: It is estimated that approximately 31% are card present and 69% are card-not-

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			as card-not-present	present. These percentages also include all of the Judiciary transactions, which, as noted below, are all card-not-present. J: Currently, the Judiciary does not require CVV2 and does not have an employee verifying that the credit card is present. Accordingly, all its transactions are processed as card-not-present.
51	N/A	General	Within what agencies/programs will the State be applying a convenience fee? In what fashion are convenience fees applied today?	{Please see the answer to Question #27, above.}
52	N/A	General	In various sections of the RFP, there is reference that the provider shall be responsible for installation of telephone lines and wiring. Does this refer to all locations, processing via dial-up POS terminals? Please explain	Only if the Contractor's solution requires dedicated phone lines for exclusive use of its equipment, will the Contractor be expected to supply and maintain such equipment and phone lines.
53	22 #1	General	How do the State agencies/programs handle Chargebacks today - from a separate reporting platform or in a combined data file w/the settlement info?	E: Chargebacks are handled by each agency individually. J: Credit card chargebacks appear on the same report that contains the settlement information, and would be in the same file with the settlement information.
54	25	General	Please clarify if the State is asking us to perform the PCI audits for the State, or to provide proof of our PCI certification, upon request?	The Contractor will not be expected to conduct audits, only provide proof of its PCI certification.
55	N/A	General	Throughout the RFP, there are requirements that the successful bidder shall provide Telecommunications and POS equipment at no charge. Other Sections refer to the State purchasing POS equipment. Will the State purchase any POS Hardware or software required for processing under this contract or for meeting PCI standards?	{Please see the answer to Question #9, above.}
56	N/A	General	. Price Schedules - Attachment 5: The State is requesting bundled rates for processing card present and/or card not present transactions. This pricing methodology typically results in higher costs for the merchant. Is the State interested in seeing alternative methods of pricing that would provide significant cost savings? If yes, how should this pricing option be presented in our response?	To be responsive, bidders must provide pricing in the categories requested. Alternate options may be presented via separate spreadsheets, but such options may not substitute for the required categories.

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57	N/A	General	Electronic Reporting: If we were to provide electronic, web-based reporting, approximately how many users would need access to this system?	E: An exact number is not known at this time, since this would be at the discretion of each agency, however, a best-guess estimate at this time would be approximately 44-50 users. J: Approximately 25.
	N/A	General	Please provide overall transaction authorization to settle ratio for all combined agency transactions	E: Executive Branch- 99.2% overall. J: Judiciary- more than 99.9905% of transactions settle.
59	N/A	General	The Card Organizations (Visa and MasterCard) require all members/processors to enter into a written contract with certain terms and conditions that are not part of this RFP. Specifically, all merchants must agree to the card organizations rules and regulations. Will the State be willing to execute or incorporate this "Merchant Services Agreement", under this contract?	The terms of any such agreements must be disclosed and submitted with the bid proposal and must be approved prior to contract award.
60	N/A	General	Will the NJ Department of the Treasury accept amended responses for this bid from contractors that have expertise in one aspect of the requirements (Web or IVR payments, etc.)?	No.
61	N/A	General	Are there any special funding requirements?	No.
62	N/A	General	What is your accounts receivable software?	E: None – N/A. J: The JUDICIARY does not have a single AR software package. Various internal applications have been created to assist the court users in tracking and reconciliation of credit card transactions.
63	N/A	General	Is Internet access available to the PCs either directly or through a proxy?	Users who have a business need and have provided a business justification can get access to the Internet.
64	N/A	General	On the e-check side, do you want integration with the accounts receivable software? If yes, describe the process flow you envision for the check acceptance policy.	The State does not have a single A/R software package or system. The settlement and reconciliation of checks must follow the same process used for credit cards.
65	N/A	General	Who is your depository bank?	{Please see the answer to Question #38, above.}
66	N/A	General	For the check conversions, are you looking for full guarantee or just verification?	Verification is required, however the bidder may submit a rate for full guarantee as an option.

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67	N/A	General	Do you use PIN debit?	<p>E: Yes, at some agencies.</p> <p>J: Currently, the Judiciary does not accept PIN debit cards. The Judiciary plans to accept PIN debit cards in future applications.</p>
68	N/A	General	In the RFP you mention the Contractor shall be capable of providing image capability of check and a copy of the check. Would the State be interested to have that implemented at the beginning of the process?	<p>Yes, the State is interested in having this capability; however, it currently has no plans to implement this capability at the beginning of the contract.</p>
69	N/A	General	What kind of receipt printers do you currently use at the point-of-sale?	<p>E: The printers utilized vary at each agency.</p> <p>J: Currently, the Judiciary has no locations offering point-of-sale credit card transactions, so there are no receipt printers. Currently, at the conclusion of a credit card transaction, the user is presented with a printable screen that can be printed on the user's printer.</p>
70	Cover Sheet	4.4.2.2	On the cover page it refers to Section 4.4.2.2 for more information on the Small Business Set-aside, however, there is no Section 4.4.2.2 in the RFP. Please provide clarification on the small business set-aside requirements for this RFP.	<p>This section was inadvertently left off the RFP. It has been added to this addendum. See Part II, Item #1.</p>
71	5	1.2	<p>This is a re-procurement of the "Merchant Card Payment Services" term contract, presently due to expire on December 31, 2007"</p> <p>Can you confirm although the Merchant Card Payment Services" is being rebid, the enterprise gateway is new functionality?</p>	<p>E: The e-payment gateway is presently provided separately from the current contract. The purpose of this RFP is to provide both acquiring processor and e-payment gateway functionality.</p> <p>J: The modification necessary to the Judiciary developed gateway that interfaces with the current contractor's proprietary software is not part of this procurement. The selected contractor will be responsible for everything necessary to accept, route and process a credit card transaction.</p>
72	16	3.1.1	<p>General Requirement (Page 16) The Contractor shall provide to the Office of Information Technology and the State agency requesting services, a detailed project and implementation plan mutually acceptable to the State and the Contractor prior to beginning work. Please confirm the project plan is not required in the RFP response, but for each agency implementing the service</p>	<p>E: That is correct.</p>

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73	18	3.1.3	<p>The gateway must be a single non-proprietary payment gateway solution, which works effectively across multiple sales channels-including web, mail order/telephone order, IVR, POS for credit cards, debit cards and e-checks that are compatible with Windows server, Linux, Sun Solaris, and AIX. It must be a minimum of 128-bit secure sockets layer (SSL) transaction encryption. It must be deployed in compliance with "State of New Jersey Shared IT Architecture" document, maintained by OIT and available at: http://www.state.nj.us/it/ps/it_architecture.pdf. The gateway solution must permit all credit/debit card transactions to be processed via the Internet. The gateway software must address POS over Internet Protocol (IP).</p> <p>Please confirm the state is not requesting a non-proprietary solution, but a secure open system method of integration by Windows, Linux, Sun Solaris, and AIX systems</p>	<p>E: The Exec. Branch does not want a gateway solution which can only be used with a particular acquiring processor. State agencies want the flexibility to be able to change acquiring processor in the future without having to change the gateway. State agencies do not want different gateway solutions for the various sales channels. The single gateway solution must work effectively across multiple sales channels-including web, mail order/telephone order, IVR, POS for credit cards, debit cards and e-checks that are compatible with Windows server, Linux, Sun Solaris, and AIX. The Gateway must be a minimum of 128-bit secure sockets layer (SSL) transaction encryption. It must be deployed in compliance with "State of New Jersey Shared IT Architecture" document, maintained by OIT and available at: http://www.state.nj.us/it/ps/it_architecture.pdf. The gateway solution must permit all credit/debit card transactions to be processed via the Internet. The gateway software must address POS over Internet Protocol (IP).</p>
74	27 & 40	3.1.17 & 3.2.18	<p>During the conversion of the State's existing IVR application to the Contractor - supplied IVR solution. Please describe the scope for any Contractor supplied IVR solution. We have not seen any requirements for the Contractor to provide IVR functionality in this RFP.</p>	<p>The current contract does not include the contractor providing IVR capabilities - - that is something that is left to each agency. All the current contractor provides is the credit card acceptance component of the transaction.</p> <p>{Please see Part 2, item # 5 of this Addendum.}</p>
75	N/A	General	<p>Are convenience fees a desired component of the technical solution for the State and Judiciary levels?</p>	<p>{Please see answer to Question #27, above.}</p>
76	N/A	General	<p>How many credit and debit card readers will be required for use by the State and Judiciary levels?</p>	<p>E: This information is not kept centrally by the Exec. Branch. Each agency deals directly with the current contractor regarding its equipment needs.</p> <p>J: If plans develop to place POS</p>

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				terminals in each municipality and in each division of the JUDICIARY, the total could approach 750.
77	N/A	General	Is the State and/or the Judiciary Branch using any third-party providers; i.e., Micros, Verisign, Authorize.Net	E: The Exec. Branch currently uses PayPal/Verisign's Payflow Pro for its WEB applications. The MVC uses Viawarp for POS over IP. J: The Judiciary uses Verisign.
78	N/A	General	What telecommunications equipment currently exists? Is aforementioned equipment owned by the State or provided by its Network Services provider?	E: The telecommunication equipment used varies by agency. J: The Judiciary owns its telecommunications equipment. Its network solutions provider is contracted to provide the communications lines and to maintain selected equipment.
79	N/A	General	Does the State have IT professionals on staff, or is a third party used for network set-up, upgrades and maintenance?	E: The Exec. Branch has IT professionals but these individuals are not dedicated to Contractor responsibilities. J: The Judiciary's network services provider performs initial setups and maintains selected equipment. The Judiciary has IT professional staff dedicated to network upgrades and support.
80 & 81	N/A	3.1.4.2	Transaction deposits (funds ready for investment) in merchant accounts must be made to the State of New Jersey within 24 hours of the transaction date. The Contractor must make deposits to the depository bank identified by the State. Can you expand on which types of payment methods this includes? eCheck/Ach, Visa, MasterCard, Discover, American Express?	E: The RFP requires acceptance of all payment types.
82	N/A	3.1.4.2	American Express typically takes 3 - 4 days to settle and is out of control of the contractor.	{Please see the answer to Question #13, above.}
83	N/A	3.1.17 & 3.2.18	On Site Technical Support: Can you verify the possible onsite technical support requests list should be priced in the Price Schedule Attachment 5, Line number 19	This line is for out of scope work, in addition to the contractor responsibilities under this contract.
84	5	General	Terms and Conditions version 05.09.06 will apply, but the version included was dated 07.27.07. Will the more recent version apply?	The more recent version 07.27.07 will apply.
85	20	3.1.9	"If not used, no charges shall be incurred by the State." Can you please clarify the meaning of this sentence? Does it mean that if the cardholder does not enter the	{Please see the answer to Question #39, above.}

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			AVS information, or if the agency does not use that data element, that there will be no additional charges (including interchange qualification increases) as a result?	
86	25	3.1.14 (7)	Contractor must suspend services in the event of any breach of security, fraud or misrepresentation. To clarify, the State does not want the Contractor to suspend services merely because one agency accepted one fraudulent transaction, correct? Is this provision limited to a breach of security, fraud or misrepresentation on the part of the Contractor's systems?	E: Yes.
87	25	3.1.14 (8)	Contractor shall not disclose information provided by any State agency or obtained from the customer during the payment or collection process. Some information may be disclosed in order to facilitate the transaction or rebut a chargeback. Therefore, would the State add a qualifier "except as required to complete the transaction or in response to a chargeback or retrieval request?"	E: Yes. {Please see Part 2, item #3 of this Addendum.}
88	20	3.1.6 (1)	Contractor must not debit or net fees. Would the State agree that the Contractor may either debit or net fees if Contractor's invoice remains unpaid for more than ninety (90) days?	E: No.
89	N/A	Attachment 5	Please clarify that the Card Association and Interchange expense fees will be passed through to the State and that the fees described on Attachment 5 is simply processor fees.	Yes, the Card Association and Interchange expense fees will be passed through to the State and the fees described on Attachment 5 are simply processor fees.
90	N/A	3.1.5	Please clarify where the data listed in this section will be gathered. There are times when this data will not be available to gather at the point of sale. Does this mean that the data is gathered at the various agencies?	E: The requirements in this section pertain to data reporting for most agencies. Where the data is gathered is at the contractor's discretion. However, MVC is very specific in terms of its requirements. MVC's requirement for over the counter transactions is to capture merchant id, trans date, trans time, amount of sale, authorization number, truncated card number, and as part of the additional requirements would be user id and tran ids. To date, MVC has been able to capture this information at the point of sale.
91	N/A	RFP Cover Pg.	Please provide us with an estimated value on the contract that will be used to	The estimated value of the contract will be provided upon

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			determine the amount of liability or sub-contractor.	contract award. Since actual 2006 and projected 2007 figures have been provided in Attachment 1, each bidder can project its own estimated contract value.
92	N/A	General	No additional addendum is available on for review on your website. Email sent yesterday September 25, 2007 states an addendum has been issued.	All addenda are published on the Division of Purchase and Property website located at: www.state.nj.us/treasury/purchase
93	N/A	General	Is there a back office system that the current terminals are connected to?	E: WEB applications which use Verisign can use PayPal Manager. NOVA also provides a product called Automated Customer Service System (ACS). J: The Judiciary currently has no stand-alone terminals deployed. All of the Judiciary's current transactions are Internet initiated transactions conducted through its Unix servers to its20 current contractor's software that runs on a windows server to the current contractor's computer via an Internet connection.
94	N/A	General	If Yes to #1 can the back office system be modified to point to a new gateway's API (Web Service or HTTP)?	E: PayPal Manager is a Virtual Terminal (VT) application developed and maintained by PayPal/Verisign. The Exec. Branch does not wish to develop or maintain a VT. It expects the new gateway to come with a fully functioning VT which is maintained and supported by the gateway contractor. The Contractor's system must be compatible with the Exec. Branch's requirements. J: The Judiciary's current and planned operations do not include the kind of back office system suggested by the question.
95	N/A	General	Are the terminal devices supposed to be fully supplied by the chosen contractor or will the State agencies be responsible for purchasing/leasing their terminals from a catalogue supplied by the contractor?	{Please see the answer to Question #9, above.}
96	N/A	General	If the terminals are to be supplied by the chosen contractor, how many terminals are currently deployed? How many terminals are expected to be deployed throughout the life of the contract?	{Please see the answer to Question #76, above.}
97	N/A	General	Do the current devices support IP	E: Current devices are driven by

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			protocol?	the application and have no processing ability of their own. J: No such devices are currently deployed.
98	N/A	General	How many locations are POS/POP devices currently deployed?	E: This information is not kept centrally by the Exec. Branch. Each agency deals directly with the current contractor regarding its equipment needs. J: None.
99	N/A	General	How many locations are POS/POP devices expected to be deployed throughout the duration of the contract	{Please see answer to Question #76, above.}
100		Cover	We have a small business set-aside in reference section 4.4.2. We could not find that in the RFP.	(Please see answer to # 70, above and also refer to Part 2, Item #1 of this addendum.)
101	T-3	GENERAL	Will there be a transcript available of this meeting?	A transcript is not available; however, tapes are available.
102	T-3	GENERAL	Is the question and answer period over at the end of business today?	Yes
103	T-3	GENERAL	Do you provide a transcript?	(See answer to # 101 above.
104	T-3	GENERAL	In other words you will not be publishing the questions and answers discussed today?	They are listed in this addendum.
105		3.1.3.1	Regarding the virtual terminal requirements, does the State have any kind of mapping plan or any kind of rolled out plan on what type of locations and what entities they are going to use?	E: No. The virtual terminals (VT) will be used for some back office functions and possibility mail order/telephone transactions. In some cases, a supervisor may have more rights to functions than a subordinate. The VT solution must address the above.
106		3.1.8	What are your plans for integration of credit card processing into the Point of Sale Tech. system? Is this something that you are considering?	E: The Exec. Branch would like to reduce telephone expenses wherever possible. It is hoped that some savings can be realized by utilizing POS over IP and leveraging the Garden State Network (GSN).
107		3.1.6	You mentioned that all credit card grants be included on one invoice. Does that include most of the non-bank cards?	E: All fees are to be included on one invoice no matter what card.
108		Settlement Sections	Do you want the providers to provide processing and settlement services for their own card?	The State will submit all credit card transactions to a single Contractor. The State is interested in receiving and reviewing proposals describing how the Contractor will settle with all the credit cards and our bank(s) to ensure timely settlement and a clear audit trail.
109		3.1.1.12 3.1.2.12	Do you also have a requirement for a PIP availability for American Express	{Please see answer to question #16, above.}

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110	T-9	3.1.5.3	Are convenience fees being charged today? Who is charging and what is the current fee?	{Please see answer to question #27, above.}
111		3.1.5.3	That means things are not being charged today?	{Please see answer to question #27, above.}
112		3.1.5.3	The convenience fee is collected by the State and the State will pay the contractor or is the contractor to collect the fee for processing. What model are you looking for in convenience fees?	{Please see answer to question #27, above.}
113		3.1.5.3	Regarding convenience fees are you open to the contractor providing a fully hosted web page that does the calculations?	E: Not at this time.
114			From a virtual terminal perspective, who is using the contractor's web page processing these action codes? Is it really that much different to provide a citizen facing web page that calculates the convenience fee?	E: Virtual Terminals are for the use of OIT technical personnel and should provide access to the Contractor's system with the same or greater capabilities as those of a citizen.
115		GENERAL	The discretion method of disposal for confidential information would be approved by Judiciary. What explanation are you looking for? If it is a confidential document we have a shredder and a company comes and takes our confidential information and shreds them. Do you need any further explanation of this process?	J: The Judiciary requires the Contractor to submit a written procedure and, once approved, adhere to it. The procedure suggested in the question could be approved if further detailed.
116	T-2	GENERAL	Credit Card transactions for the Judiciary, have they actually increased? Does it mean that they will be doing work outside the scope of the contract?	J: The volume of the transactions being sent to the credit card Processor has been increasing steadily and is expected to continue to do so. There will also be increases in volume as new functionality for existing systems are created and new applications are developed that allow for credit card processing. The Judiciary expect only minimal work outside the scope of the contract.
117	T-4	GENERAL	Are there specific debit networks that are going to be required as part of this procurement?	Access to all debit networks is preferred; however, the State has not specified debit networks that will need to be supported. At a minimum, the State is seeking support for the debit networks in the New Jersey, Pennsylvania, Delaware, Maryland and New York regions throughout the term of the contract.
118	T-4	REPORTING SECTIONS	In the reporting document, is that the same direct document? One of the questions was one of the things I noted	{Please see the answer to Question #26, above.}

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			throughout the document is that they are asking for a customer name. First of all it is not necessarily transmitted to the card in front of the transaction. You know it is transmitted depending on what tracker you use in swipe transactions. My question to the state would be that is this something they you are going to provide to us? Because if you are asking us to input data in a credit card transaction, what mechanism does the state anticipate for that piece of information?	
119	T-5	REPORTING SECTIONS	If there is a specific format that we want you to provide we will provide it.	The bidder should include its proposed report format with its bid in order to demonstrate its capacity to comprehend the required information and convey the information as requested.
120	T-5	3.1.8	Regarding the directive of the state agency that the contractor shall provide and maintain the necessary equipment software and hardware required to process the credit card transactions etc., would you define the phone line and what you need? The phone line would typically be phone lines that you are already maintaining that you currently have for your own needs. My question is are you expecting that the provider be responsible for the phone lines maintained say by ATT group? That could be a problem.	{Please see the answer to Question #8, above.}
121	T-6	GENERAL	Does the state have figures as what they are expecting in terms of volume for the contract?	Attachment 2 of the RFP contains some estimates, however, no formal volume expectations are known at this time.
122	T-6	GENERAL	In talking about Motor Vehicles Commission I know that they have a subsequent bidding opportunity where it looks like it is parallel to the overall accounting Point of Sale Tech system. I am not sure where it is but it is out on the web. What are the plans for integration of credit card processing into that product? Is that something that they are considering? Are they planning on taking that product or are they looking for a separate product, one that is a credit card transaction?	E: MVC is continuing to pursue a POS solution. However, MVC will use the credit card equipment required by this RFP (if applicable). A requirement is already built into the POS RFP that the POS contractor must interface with the State's Credit Card Processor.
123	T-8	3.1.6 3.2.6	Will credit/debit card monthly grants be included on one invoice? I mean, does that include most of non-bank cards like Discover?	{Please see the answer to Question #107, above.}

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124	T-8	3.2.4 TO 3.2.6	It is my understanding that the State has a separate contract with American Express. I am not sure that another provider can operate under the auspices of the agreement that the State specifically has with American Express. So what are your visions for how that would look?	J: The current AmEx contract will expire and be replaced by the contract resulting from this RFP.
125	T-9	3.2.4 TO 3.2.6	Don't you have a requirement in here for a PIP availability for American Express?	J: {Please see the answer to Question #16, above.}
126	T-9	3.2.4 TO 3.2.6	Wouldn't that kind of conflict with that, because that means you are going directly to American Express for transactions and you are by-passing the process.	J: {Please see the answer to Question #16, above.}
127	T-9	3.2.4 TO 3.2.6	If you are going directly to American Express then it would be impossible for us to maintain an employment contract?	J: {Please see the answer to Question #16, above.}
128	T-9	3.2.8	Number 3 under 3.2.8 mentions convenience fees. Are convenience fees being charged today? Who is charging and what is the current fee?	J: {Please see the answer to Question #27, above.}
129	T-9	3.28	That means things not being charged today?	J: {Please see the answer to Question #27, above.}
130	T-9	3.28	Is Judiciary looking to start charging a convenience fee and if so, is the goal that to model revenue uses convenience fees that the bank would process?	J: {Please see the answer to Question #27, above.}
131	T-10	3.28	I am just clarifying a convenience fee. A convenience fee is collected by the State and the State will pay the contractor or is the contractor to collect the fee for processing? What model are you looking for in convenience fees?	J: {Please see the answer to Question #27, above.}
132	T-11	3.28	I am not sure whether you are hosting the web page yourself such as your current environment. You are plugging it in and taking it into the bank. Seems to me that this is the model that you want to continue with. Regarding convenience fees, you have just finished a calculator feature in your current website. Are you open to the contractor providing a fully hosted web page that does the calculations?	J: {Please see the answers to Questions #27, #112 and #113, above.}
133	T-11	3.28	From a virtual terminal perspective, who is using the contractor's web page processing those action codes? Is it really that much different to provide a citizen facing web page that calculates the convenience fee?	J: {Please see the answers to Question #27 above.}
134	T-11	3.28	So there is no real requirement that the contractor will be hosting a web page? Is all this process controlled by the State?	J: {Please see the answers to Questions #112 and #113, above.}

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135	T-13	3.2.15	Item number 9-The discretion method of disposal of confidential information would be approved by the Judiciary. What explanation are you looking for? We have a shredder and the company comes and takes our confidential information and shreds it; do you just need an explanation of how we do it.	J: {Please see the answer to Question #115, above.}
136	T-14	3.3	Are there any other sections that we need to supply at no charge in reference to the purchase of equipment?	{Please see the answer to Question #9, above.}
137	T-14	3.2.16	In certain sections as 3.2.16, it talks about equipment being required to be provided at no charge and in section 3.3 it refers to the fact that the equipment may be purchased?	J: If the contractor requires equipment installation in order to operate its system, the contractor must install and maintain the equipment. If the contractor finds the equipment it installed has become obsolete or otherwise needs replacement, such replacement shall be at the contractor's expense.
138	T-14		Is it a material portion of the RFP that the equipment be provided for free?	{Please see the answer to Question #9, above.}
139	T-14	GENERAL VERISIGN	There are a lot of department within the State that currently use Verisign. Would the contractor be or not be responsible for the cost of Verising.	E: The contractor will be responsible for providing at no cost to the Executive Branch, the e-payment gateway services as part of this contract. It does not have to be Verisign. J: No, the contractor will not be responsible. Judiciary maintains its own Verisign.
140	T-15	GENERAL	So, are we looking to phase in the media other than specifically what the contractor provides. I just want to make sure that your understanding is correct.	The Contactor must supply whatever is needed to make the system operational.
141	T-15	3.2.18	Do you want to rebuild the four applications from the ground up or are you looking to keep them intact?	J: All the Judiciary's web applications that need to process credit cards call another application (ePay) that is used to interface with its current contractor's solution. The ePay application provides a common set of APIs for all of our applications. The ePay application will need to be modified to reflect any changes necessary to interface with the selected contractor's solution. None of the applications that use the ePay application should require any changes.
142	T-15	GENERAL	Who should be submit our written questions to?	See Section 1.3.1 (Electronic Question and Answer Period).

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				Please be reminded that the cut-off date for questions has passed.
143	T-15	GENERAL	Will there be a complete list of all questions submitted going out to all of the contractors, or do you only send the answers?	They are listed in this addendum.
144	T-16	GENERAL	Do all questions go to all potential bidders?	The questions and answers are uploaded to our website and made available to any interested party to view.
145	T-16	GENERAL	Will it (questions) be posted as a addendum?	Yes.
146	T-16	4.3	I actually have a question on 4.3. The purpose of receiving the non-editable bid copies for the State is so that they can't go and change the bid. That is the intent, but you are asking for one that you can go into and edit. The bidder must submit one full copy of the bid electronically and one full copy of the editable copy or CD for redaction. What is the purpose of that?	After the Intent to Award letter is sent to the bidders, bidders and other parties may ask for electronic copies of the proposals. Writable copies are requested so the State can redact agreed upon confidential information prior to responding with a non-writable version to the requestor.
147	T-17	4.3	The purpose of submitting the bid in a non-editable fashion would be so that in theory you couldn't go change it or that we couldn't go change it either; so that you go and have a known document that everyone agrees that this is what was submitted. If one of us in this room submits to you a bid that can be edited there is nothing to prevent a person from changing it. I am not saying that any body here would actually do that. It begs the question why are you asking for that? I am just curious just why the State would ask me for that?	See answer to # 146 above.
148	T-20	4.4.4.6	Are you going to go over that schedule also?	J: The reference is to RFP Section 4.4.6, the Price Schedule, which was explained during the Bidders Conference.
149	T-21	5.2.1.1	You ask for tier pricing for the most recent period, is that for the last twelve months rolling, or for December of each year or for some other time?	The calculation will be performed on the twelve month anniversary of the contract.
150	T-21	5.2.1.1	So what volume tier would be based on each year of the anniversary of the contract?	The volume tier would be based on the previous 12-month period.
151	T-21	5.22.2	On the front cover page the value of the contract is zero and the typical limitation of liability is 500% of the value of the contract. Please clarify.	(Please see answer to #91, above.)
152	T-22	6.3	Is the criteria just a mechanism used to determine award?	The Technical Evaluation Criteria is a guide to help determine the technical scores for each bidder. A Price Model will be used to help

#	Page #	RFP Section Reference	Question	Response
				determine the price scores of each bidder.
153	T-23		Is the RFP in whole strictly scored?	(Please refer to # 152, above.)
154	T-23	6.3.1	There are some State contracts that do like a strict score method and use a public formula. I was wondering if that was something that is done here ?	A Technical Score Sheet was created prior to the bid opening. This sheet will be available and can be viewed after the Letter of Intent is forwarded to the bidders.
155	T-24		Do you know where the contract is specifically going to be managed so far?	The management of the contract will be determined at a later date.
156	T-25		So currently there is no ACH? Private services are going to pay for anything on-line?	Correct.
157	T-25		I can't pay on-line using my checking account.	Correct, because neither branch of government currently has the capability to receive funds via this method at the present time.
158	T-25	Attachment 1	Regarding the Credit Card summary, In your projected transaction sales, it looks to me like you transposed the volume and the dollar amount in the wrong column. I can't see where you want to 35,000 transactions in 2006 to 3.1 million transactions in 2007. Is that accurate? It translates the volume going through the IDR. The second graph columns 2 and 3. Looks like the Telco sale are actually under the volume of the dollar amount and under the wrong column.	A corrected Attachment 1 is included as part of this Addendum
159	T-25	Attachment 5	Specifically on the last one is a reference to pricing for equipment and it is a percentage discount. Is that referring to the discount that we would be giving for those offices that already have the their equipment?	The reference is to equipment which the State requires and may be supplied by the Contractor and not already addressed in this RFP
160	T-26	Attachment 5	Regarding line #1, to make sure that I understand, are you looking for the total cost or are you looking for the processor cost? Because this is a fixed cost of interchange associated with each transaction, which can vary depending on the type of card we use. So my question is, you asked for a discount percentage in cost fee per transaction, is that looking for what the contract fee is or what the overall fee is including interchange and assessment?	{Please see the answer to Question #89, above.}
161	T-27	Settlement Of Funds	I know that you kept referring to Settlement of Funds and State Debited	{Please see the answer to Question #38, above.}

#	Page #	RFP Section Reference	Question	Response
			Bank Accounts but you never said that funds are allowed to settle in one of our accounts. For example, take any bank, Wachovia, do all funds settle in a State designated account with another bank? So you bank as merchant accounts?	
162	T-28	GENERAL	The question that you said that you are going to go back and research, will you put the answer in?	All questions (written and oral ones that the State could discern) and the answers are listed in this addendum.
163	T-29	GENERAL	Where to we get a copy of the answers to these questions?	See answer to # 162 above.

ADDENDUM #9

PART 2

CREDIT CARD PROCESSING SERVICES, STATEWIDE

Bid Number 08-X-39598

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	44	4.4.2.2	<p>The following section is now added to the RFP.</p> <p>4.4.2.2 Small business Set-Aside Contracts</p> <p>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/08x39598.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/08x39598.shtml. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce, Economic Growth and Tourism Commission at (609) 292-2146.</p>
2	13	2.2	<p>"Convenience Fee" – Add the following sentence after the definition stated in the RFP:</p> <p>"As used in this RFP, Convenience Fees are fees which, at the discretion of the State, may be collected by the Contractor and passed through to the State Agency. The Contractor shall not retain any part of the Convenience Fee."</p>
3	25 & 38	Sections 3.1.14 and 3.2.15, sub-point #8	<p>The following language is hereby added to the end of this sub-point: ". . . "except as required to complete the transaction or in response to a chargeback or retrieval request."</p>
4	26	Section 3.1.15, sub-point #1	<p>Delete the existing paragraph (the entirety of sub-point #1) and replace with the following:</p> <p>"The Contractor shall provide, at no additional cost to the State of New Jersey, all telecommunications equipment and services that are necessary in order to provide the services required under this contract, including data cabling and wiring, when needed."</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
5	27 & 40	Sections 3.1.17 and 3.2.18	<p>The second sub-paragraph in each of these sections, beginning with the words "During the conversion of the State's existing IVR application . . ." is hereby deleted.</p> <p>The new contractor shall provide the credit card acceptance component of the transaction, which is the same as is provided by the current contractor. (Please see answer to question #74, above.)</p>
6	39	Section 3.2.16, sub-point #1	<p>Delete the existing paragraph (the entirety of sub-point #1) and replace with the following:</p> <p>"The Contractor will receive and execute credit card payments without any special telecommunications, data processing equipment and services. Currently, Judiciary operations do not include POS and the need for POS equipment. If the Judiciary will be required to have such equipment or services to execute credit card payments, the Contractor shall supply the necessary equipment and services without additional charge."</p>
7	5	1.2	<p>The last sentence of this section is changed to read as follows:</p> <p>This is a re-procurement of the "Merchant Card Payment Services" term contract, presently due to expire on September 30, 2008.</p>
8	N/A	General	Contractors are reminded that the deadline for asking questions has passed.

ADDENDUM #9**PART 3****CREDIT CARD PROCESSING SERVICES, STATEWIDE
Bid Number 08-X-39598****CORRECTED ATTACHMENT #1
(This replaces the previous Attachment #1)****CREDIT CARD TRANSACTION SUMMARY
ACTUAL FY 2006 & PROJECTED 2007
(Attachment 1)**

Agency	FISCAL YEAR 2006					
	IP Sales	IP Transaction s	Telco Sales	Telco Transaction s	Total Sales	Total Transactions
Casino Control Commission	\$ 214,998	274	\$ 314,299	1,657	\$ 529,297	1,931
NJDEP	83,200	219	2,389,632	34,966	2,472,832	35,185
Personnel	0	0	314,778	5,199	314,778	5,199
State Police	0	0	0	0	0	0
OAG/Consumer Affairs	17,460,095	142,435	0	0	17,460,095	142,435
Motor Vehicles	8,752,432	1,209,871	0	0	8,752,432	1,209,871
Education	1,146,005	8,634	0	0	1,146,005	8,634
Meadowlands Commission	0	0	981	47	981	47
NJ Lawyer Fund	44,595	254	0	0	44,595	254
Judiciary-JUDICIARY	50,702,272	911,768	0	0	50,702,272	911,768
TOTALS	\$ 78,403,597	2,273,455	\$ 3,019,690	41,869	\$ 81,423,287	2,315,324

Agency	PROJECTED FISCAL YEAR 2007					
	IP Sales	IP Transactions	Telco Sales	Telco Transaction s	Total Sales	Total Transactions
Casino Control Commission	\$ 302,288	404	\$ 772,344	3,504	\$ 1,074,632	3,908
NJDEP	0	0	3,116,364	65,284	3,116,364	65,284
Personnel	0	0	329,972	6,360	329,972	6,360
State Police	65,700	292	0	0	65,700	292
OAG/Consumer Affairs	17,069,480	295,180	0	0	17,069,480	295,180
Motor Vehicles	19,786,300	1,906,480	0	0	19,786,300	1,906,480
Education	1,767,620	12,788	0	0	1,767,620	12,788
Meadowlands Commission	0	0	2,484	112	2,484	112
NJ Lawyer Fund	178,380	1,016	0	0	178,380	1,016
Judiciary-JUDICIARY	79,669,132	1,444,868	0	0	79,669,132	1,444,868
PROJECTED FY 2007	\$118,838,900	3,661,028	\$ 4,221,164	75,260	\$ 123,060,064	3,736,288

Note: The FY 2007 Projected Amounts are based on July 2006 to September 2006 data.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
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JON S. CORZINE
Governor

R. DAVID ROUSSEAU
Acting State Treasurer

March 10, 2008

To: All Interested Bidders

Re: **RFP # 08-X-39598**
CREDIT CARD PROCESSING SERVICES, STATEWIDE
OLD BID DUE DATE: MARCH 13, 2008
CURRENT BID DUE DATE: April 02, 2008 (2:00 P.M.)

ADDENDUM #10

The Bid Due Date for this project has been changed from **March 13, 2008 to April 02, 2008**.

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