



# Request for Proposal 09-X-20536

## For: Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.5.1</a> for more information.)	9/11/08	5:00 PM
<b>Mandatory Pre-bid Conference</b>	NA	NA
<b>Mandatory Site Visit</b>	NA	NA
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.5.2</a> for more information.)	10/9/08	2:00 PM

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

<b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.3.6</a> for more information.)	<b>Status</b> <input type="checkbox"/> Not Applicable	<b>Category</b> <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III
	<input type="checkbox"/> Entire Contract	
	<input type="checkbox"/> Partial Contract	
	<input checked="" type="checkbox"/> Subcontracting Only	

RFP Issued By

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

Using Agency

State of New Jersey  
Department of Banking and Insurance  
Trenton, New Jersey 08625

Date: August 20, 2008

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## **NOTICE TO BIDDERS**

### **SET-ASIDE CONTRACTS**

**N.J.S.A. 52:32-17 and N.J.A.C. 17:13, 12A:10**

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one (1) of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State, is independently owned and operated, and has no more than 100 full-time employees.

The program places Small Business into the following categories: (I) those with gross revenues up to \$500,000, (II) those with gross revenues of up to \$5 million, and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with Commerce. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 AM and 5:00 PM at the address below:

**NEW JERSEY COMMERCE COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820, TRENTON, NJ 08625-0820**

**TELEPHONE: 609-292-2146**

## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT – ALL BIDDERS

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Banking and Insurance (DOBI). This RFP comprises three (3) separate scopes of work representing three (3) separate functions, respectively, within DOBI.

- Division of Banking (Banking)
- Division of Insurance (Insurance)
- Real Estate Commission (Real Estate)

The purpose of the Banking component of this RFP is to solicit bid proposals for a contractor to conduct licensing examinations and related duties for licensed lenders including mortgage banker, correspondent mortgage banker, mortgage broker, and secondary mortgage lender authorities. Each of these four (4) authorities pertains to residential mortgage lending activities on State properties. A bidder who provides pre-examination training classes to licensed lender candidates shall be deemed to have a conflict of interest and is excluded from submitting a bid regarding this RFP.

The purpose of the Insurance component of this RFP is to solicit bid proposals for a contractor to provide:

- 1) A computerized, electronic system and personnel for the administration, maintenance, and reporting of licensing examinations for insurance producers, public adjusters, and insurance education instructors for the Insurance Education Program
- 2) A system to transfer electronic data to the National Insurance Producer Registry (NIPR) or its successor and the central licensing database maintained by the National Association of Insurance Commissioners (NAIC)
- 3) An electronic record keeping, maintenance, and reporting system for the Insurance Continuing Education (CE) credit program

A bidder who is approved by DOBI to teach insurance courses, who is a licensee, or who holds an interest in an organization licensed by Insurance shall be deemed to have a conflict of interest and is excluded from submitting a bid regarding this RFP.

The purpose of the Real Estate component of this RFP is to solicit bid proposals for a contractor to conduct licensing examinations and related duties for real estate salespersons, broker-salespersons, brokers, and instructors.

The intent of this RFP is to award a total of three (3) contracts: one (1) contract each for Banking, Insurance, and Real Estate. The three (3) contracts shall be awarded among one (1), two (2), or three (3) responsible bidder(s) whose bid proposal(s), conforming to this RFP is (are) most advantageous to the State, price and other factors considered. A bidder may bid on one (1), two (2), or three (3) scopes of work and be awarded one (1), two (2), or three (3) contracts. The State, however, 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 07/27/07 will apply to all contracts or purchase agreements made with the State. 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 - BANKING

This is a reprourement of the term contract for Consumer Finance Licensee Testing and Recordkeeping that is presently due to expire on December 31, 2008. Bidders interested in the current contract specifications and pricing information may review the current contract, T-2008, at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### 1.2.1 STATUTE

In 1981, the State Legislature promulgated legislation to create the New Jersey Mortgage Bankers and Brokers Act (N.J.S.A. 17:11B-1 et. seq.) to establish criteria for the licensure and regulation of business entities engaged in making and/or brokering residential first mortgage loans. As part of the criteria for licensure, each business entity was required to obtain a license for an individual who would be required to pass an educational examination. In 1987, the Legislature amended the New Jersey Secondary Mortgage Loan Act (N.J.S.A. 17: 11A-1-et. seq.) to require a similar provision for the licensure of an individual in affiliation with each business entity with said individual being required to pass an educational examination.

On July 1, 1997, these two (2) statutes were repealed and replaced by a new statute, the New Jersey Licensed Lenders Act (N.J.S.A. 17:11C-1 et. seq.) that similarly provides for the licensure of individuals in affiliation with each business entity and the qualification of each such individual through the administration of an educational examination. This Act also provides that DOBI may impose education and experience requirements for candidates for individual licensed lender licenses. Currently, education and experience requirements are not mandated as a condition for testing or for licensure. The Act also provides for the registration, rather than licensure, of mortgage solicitors who are employees of licensed lenders with mortgage banker, correspondent mortgage banker, or mortgage broker authority. Mortgage solicitors are not required to meet any specified education or experience requirements or to be tested.

### 1.2.2 FUNCTION

Within Banking, the Licensing Services Bureau (LSB) issues residential licenses to the following:

- a) First mortgage lenders
  - 1) Mortgage bankers
  - 2) Correspondent mortgage bankers
  - 3) Mortgage brokers
- b) Secondary mortgage lenders

Historically, the examination requirement for individual licensure in these categories was administered entirely by LSB staff. Following the merger of the Departments of Banking and Insurance, the outsourcing or privatization of the examination/testing component of qualifying individuals for licensed lender licensure provided LSB with additional efficiencies. Such outside testing is currently used by the Division of Insurance and the Real Estate Commission, which are both part of DOBI. In November of 2004, the testing of licensed lender candidates was successfully outsourced for the first time.

For a candidate to receive an individual lender license with one or more authorities, the following must presently be completed:

- a) The candidate shall submit a fully completed, signed and notarized individual licensed lender application with LSB. The completed application shall be accompanied by a non-refundable application fee.

b) The candidate shall take and pass an examination for the type of business authority sought. There are presently three (3) separate examinations:

- 1) Mortgage banker/correspondent mortgage banker/mortgage broker
- 2) Secondary mortgage lender
- 3) A combined examination for lines 1) and 2) above

A candidate must schedule an examination directly with the testing contractor and pay the fee required for the examination directly to the testing contractor. Examinations are available at least five (5) days per week. At the test site a pass notice is generated for each successful candidate and a failure notice for each unsuccessful candidate. A candidate may schedule to retake the same examination type. If a candidate fails to pass the same examination in the second attempt, the candidate is barred from retaking that examination for a period of six (6) months (180 days) from the date of the second failure. A second failure notice identifying the inability to retest for a period of 180 days is generated for the candidate at the test site. If a candidate fails to pass the mortgage banker/correspondent mortgage banker/mortgage broker examination or fails to pass the secondary mortgage lender examination and fails to pass the combined examination, which includes components of both the mortgage banker/correspondent mortgage banker/mortgage broker and secondary mortgage lender examinations, the candidate will be deemed to have failed twice and will not be permitted to retest for the 180 day period from the date of the second failure. If a candidate retakes the examination a third time after the expiration of six months (180 days) and again fails to achieve a passing score, the candidate is barred from retaking the examination for a one-year (365 days) period. A failure notice identifying the candidate's inability to retest for a period of one year (365 days) from the date of the third failure is generated for the candidate at the test site.

Currently, all licenses and registrations are for a fixed, two (2) -year period.

### 1.2.3 TRENDS

#### LICENSED LENDER CANDIDATE EXAMINATIONS

	2005	2006	2007	1Q 2008
<u>Total</u>	<u>1,099</u>	<u>997</u>	<u>656</u>	<u>75</u>
Mortgage banker / Correspondent mortgage Banker / Mortgage broker	511	404	309	34
Secondary mortgage lender	188	138	70	6
Combined	400	455	277	35

#### ACTIVE REGISTRANTS<sup>1</sup> AND LICENSEES<sup>2</sup>

	As of March 31, 2008
<sup>1</sup> Mortgage Solicitors	27,978
<sup>2</sup> Individual Licensed Lenders	1,880



## 1.2.4 EFFECT OF NEW LEGISLATION

Pending legislation proposes the licensure of mortgage originators, currently known as mortgage solicitors. It is probable that the Legislature will pass legislation during the term of this contract requiring mortgage solicitor licensure and other changes to the requirements for mortgage solicitors. There also may be changes to the requirements for licensed lenders. If such legislation is enacted, new examinations for additional categories of licensee candidates would need to be developed and administered as well as a reservation system to incorporate evidence of completion of pre-licensure education requirements as a condition of testing.

Should the Legislature impose requirements that all individual licensed lender licensees and/or mortgage solicitors licensed by the LSB obtain CE credits as a condition for licensure or registration renewal, record keeping, reporting, and maintenance services for the CE as approved by the LSB would need to be provided.

## 1.3 BACKGROUND - INSURANCE

This is a reprocurement of the term contract for Insurance Occupational Testing and C.E.U. Record Keeping – Dept. of Insurance, presently due to expire on December 31, 2008. Bidders interested in the current contract specifications and pricing information may review the current contract, T-0543, at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### 1.3.1 STATUTE

The State Legislature promulgated N.J.S.A. 17:22A-26 et seq. requiring DOBI to administer or contract for the administration of examinations to test the knowledge of candidates for insurance producer licenses in property; casualty; personal lines; life; accident, sickness, or health; title; limited lines bail bonds; and surplus lines. Upon successful completion of such examinations, the statute requires DOBI or its contractor to issue and maintain records of the producer licenses. The statute also requires resident producers to fulfill insurance CE requirements to renew their licenses as prescribed by the Commissioner of DOBI. The statute also requires the administration of examinations to test the knowledge of candidates wishing to instruct pre-licensing education courses for life; accident, sickness or health; property; casualty; title; and limited line bail bonds. Furthermore, the Legislature enacted N.J.S.A. 17:22B-1 et seq. requiring the testing and licensing of public adjusters.

### 1.3.2 FUNCTION

DOBI licenses producers and public adjusters, maintains licensing records, approves insurance education providers and insurance instructors, and approves and assigns credits for CE courses. Candidates requesting resident producer licenses and public adjuster licenses, unless eligible for waiver, must take examinations before they can be licensed. As a prerequisite to testing, resident producer candidates must present certificates of satisfaction of pre-licensing education for life; accident, sickness, or health; property; casualty; personal lines; limited lines-bail bonds; title; or a Waiver of Education granted by DOBI. Surplus lines and public adjuster candidates must be admitted for testing without a course completion certificate or waiver issued by DOBI.

Once the candidate successfully completes the examination, DOBI accepts, reviews, and processes the application for licensure. Applications are accepted using an electronic process and by paper submission. Records including contracts with insurers, CE credits, complaints, contact information including addresses, and identifying data are maintained to assure compliance with applicable statutes.

Prior to license renewal, resident insurance producers are required to obtain CE credits for major lines of insurance during the course of the licensing period as required by N.J.A.C. 11:17-3.6. DOBI is transitioning from a four (4) year renewal cycle to a biennial birth month renewal cycle. Licensees with an expiring four (4) year license are required to obtain forty-eight (48) credit hours of CE, six (6) of which must be approved for ethics and/or fraud prior to renewal. Those with an expiring biennial license must obtain twenty-four (24) credit hours, three (3) of which must be in approved ethics course(s). If the producer fails to fulfill the CE requirement prior to renewal, he or she must comply within a one (1) year period or must re-qualify as a new applicant.

### 1.3.3 TRENDS

Approximate Number of Candidates Tested  
2005 – 1Q 2008

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>1Q 2008</u>
<u>Total</u>	<u>19,029</u>	<u>16,442</u>	<u>17,766</u>	<u>4,586</u>
<u>Resident Producers</u>	<u>18,821</u>	<u>16,263</u>	<u>17,558</u>	<u>4,505</u>
Life	8,288	6,768	7,388	1,806
Health	4,864	4,278	4,897	1,335
Property	2,038	1,887	2,035	579
Casualty	2,047	1,869	1,990	534
Title	1,191	1,091	881	135
Bail Bonds	262	264	213	69
Personal Lines	78	64	77	25
Surplus Lines	53	42	57	19
Public Adjusters	208	179	208	81

The State Legislature may promulgate new legislation for which the contractor would be required to develop and administer new examinations or to record continuing education credits for another license type. In the event of such legislative change, the contractor would be required to develop and administer the tests and/or collect the continuing education credits as a part of the contract and at a fee for the examinations as governed under this contract.

New Resident Applications and Resident Producer Licensees  
2005 – 2007

	<u>2005</u>	<u>2006</u>	<u>2007</u>
<u>New Resident Applications</u>	<u>5,831</u>	<u>5,805</u>	<u>5,753</u>
<u>Resident Producer Licensees</u>	<u>58,242</u>	<u>63,002</u>	<u>62,470</u>

### 1.4 BACKGROUND – REAL ESTATE

This is a reprocurement of the term contract for Real Estate Testing and Grading for the Department of Insurance that is presently due to expire on December 31, 2008. Bidders interested in the current contract specifications and pricing information may review the current contract, T-0519, at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

In 1929 the State Legislature promulgated legislation to create the Real Estate Commission within the Department of Banking and Insurance to administer the Real Estate License Act (Act) (N.J.S.A. 45:15-1 et. seq.). Subsequently, the Act was revised and amended a number of times. The Act requires individual candidates for licensure to submit to an examination conducted under the supervision of Real Estate and authorizes it to license qualified individuals as salespersons, brokers and broker-salespersons, and pre-licensure course instructors upon their passing the appropriate examination.

For a candidate to receive a particular license, the following must be completed:

Salesperson:

- a) A candidate must successfully complete the required pre-licensure education courses at a licensed real estate school.
- b) Upon successful completion of the required courses, the candidate must pass a Real Estate Commission-approved license examination. In order to take the examination, the candidate must submit to Real Estate a completed, stamped, and signed "School Certificate" at the test center.

Broker and Broker-Salesperson:

- a) A candidate must successfully complete the required pre-licensure education courses at a licensed real estate school.
- b) Upon successful completion of the required courses, the candidate must submit to Real Estate a completed, stamped, and signed "School Certificate."
- c) After Real Estate has confirmed the candidate's fulfillment of the broker license experience requirement and approved the "School Certificate," a "Certificate of Examination Eligibility" is issued by Real Estate to the candidate. The candidate may then pre-register with the contractor for an examination.

Instructor:

- a) A candidate must successfully complete the required pre-licensure education courses at a licensed real estate school.
- b) Upon successful completion of the required courses the candidate must submit to Real Estate a completed, stamped, and signed "School Certificate" and, if not an actively licensed State broker, additional documentation evidencing eligibility to take the instructor license examination.
- c) After Real Estate has approved the applicant's school certificate and eligibility to take the instructor license examination, a "Certificate of Examination Eligibility" is issued to the candidate. The candidate may then pre-register with the contractor for an examination.

License terms for salespersons, brokers, and broker-salespersons extend for a period of two (2) years commencing on July 1 of the first year of the license term and concluding on June 30 two (2) years after the July 1 commencement date of the license term. License terms are established by statute and Commission rule.

The approximate numbers of real estate licensing examinations administered during the recent past are as follows:

Year	Examinations
2003	18,320
2004	22,096
2005	25,506
2006	21,861
2007	16,627
1Q 2008	2,938

As of February 29, 2008, there were 104,382 individual active licensees.

## 1.5 KEY EVENTS – ALL BIDDERS

### 1.5.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept from all potential bidders electronic questions submitted via the Current Bid Opportunities webpage or through <http://ebid.nj.gov/QA.aspx>.

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

Bidders shall not contact DOBI (Banking, Insurance, or Real Estate) directly, in person, by telephone, or by e-mail 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. Further information is in Section 1.6.1 of this RFP.

### 1.5.2 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 ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

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

Directions to the Purchase Bureau are at the following web address: <http://www.state.nj.us/treasury/purchase/directions.htm>.

Bidders using US Postal Service regular or express mail services should allow additional time since these services do not deliver directly to the Purchase Bureau.

Procedural inquiries concerning this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). The Purchase Bureau will not respond to substantive questions related to the RFP or any contract via this e-mail address.

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

### 1.5.3 DOCUMENT REVIEW

#### 1.5.3.1 BANKING

The candidate handbook is available for review at [www.pearsonvue.com](http://www.pearsonvue.com) by clicking on “Financial Services” and “New Jersey Licensed Lenders”.

#### 1.5.3.2 INSURANCE

None.

#### 1.5.3.3 REAL ESTATE

DOBI has established a document review room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The document review room has been established to allow bidders access to information that may be needed to prepare and submit accurate and comprehensive bid proposals. Such review, while recommended, is not mandatory.

The following thirteen (13) exhibits are materials available for review by bidders:

#### **EXHIBIT LIST**

Exhibit 1	Real Estate Candidate Handbook (Section 3.2)
Exhibit 2	School Certificate (Section 3.2)
Exhibit 3	Examination Eligibility Certificate (Section 3.3k)
Exhibit 4	Pass Notice/License Application (Section 3.5)
Exhibit 5	Pass Notice/License Application for Screening Question (SQ) Candidate (Section 3.5)
Exhibit 6	Conditional Temporary Letter of Authority (CTLA) (Section 3.5)
Exhibit 7	CTLA for SQ Candidate (Section 3.5)
Exhibit 8	Instructions for Candidate with Flagged SQ (Section 3.5)
Exhibit 9	Failure Notice with Score Results (Section 3.5)
Exhibit 10	Mandatory Screening Question Response Sheet (Section 3.7)
Exhibit 11	Passing Candidates File Layout for Electronic Distribution (Section 3.7)

- Exhibit 12                    Monthly Summary Reports (Candidates - Instructors - Schools)  
(Section 3.8)
- 12a) Real Estate School Summary Report
  - 12b) Individual School Report
  - 12c) Attendance and Score Roster
  - 12d) Summary Report (Performance)
  - 12e) Pass / Fail Roster
  - 12f) Disqualifying Questions Report
  - 12g) ARELLO Disciplinary Report
  - 12h) Instructor Summary Report (Quarterly and Annually)

Exhibit 13                    Samples of Forms (Section 3.14)

These materials are available for review at 20 West State Street, Trenton, New Jersey 08625 for the period from issuance of this RFP to the bid opening date. The bidder should telephone Gwendolyn Cobb at (609) 292-8300 ext. 50427 to schedule a viewing of these materials.

Bidders are prohibited from removing any materials from the document review room. No questions or inquiries regarding the substance of the RFP will be accepted or answered during the period of the document review except as submitted in accordance with Section 1.5.1.

Additional information related to real estate licensing examinations may be found online at the DOBI website: <http://www.state.nj.us/dobi/index.html>.

## 1.6 ADDITIONAL INFORMATION – ALL BIDDERS

### 1.6.1 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, THE BIDDER SHOULD 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.

### 1.6.2 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 of the requirements of this RFP.

### 1.6.3 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.

### 1.6.4 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 (OPRA), 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.

To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business, (2) the extent to which it is known by employees and others involved within the business, (3) the extent of the measures taken by the firm to guard the secrecy of the information, (4) the value of the information to the firm and your competitors, (5) the amount of effort or money expended by the firm in developing the information, and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder must commit in writing to assist the State's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal and should accompany the bidder's submission of the bid 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 DOBI and Banking 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.

### 1.6.5 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.

### 1.6.6 PRICE ALTERATION

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

### 1.6.7 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.

After bid opening but before contract award, if 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. A PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit for handling. A record of the complaint will 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 be sent to the following address:

DEPARTMENT OF THE TREASURY  
PURCHASE BUREAU  
PO BOX 230  
33 WEST STATE STREET, 9<sup>TH</sup> FLOOR  
TRENTON, NEW JERSEY 08625-0230  
ATTENTION: SUPERVISOR, BUSINESS UNIT

During a bid evaluation process, if 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 (5) 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.



### 1.6.8 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 – ALL BIDDERS

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** – A rate comprised of all direct and indirect costs including, but not limited to, overhead, fee or profit, clerical support, travel expenses, per diem expenses, 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** – As set forth in Section 8.0, the individual responsible for the approval of all deliverables in the Scope of Work.

**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, whereby 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 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

### 2.2.1 BANKING

None.

### 2.2.2 INSURANCE

**Course Content Categories** – A categorization of CE courses by their subject matter. Current course content is categorized as Life, Health, Property, Casualty, Property and Casualty, Title, Fraud, Ethics, Long Term Care Project, National Flood Insurance Program, and General.

**Home State** – The District of Columbia and any state or territory of the U.S. in which an insurance producer maintains his principal place of residence or principal place of business and is licensed to act as a resident insurance producer.

**Insurance Education Provider** – Any insurance school, authorized insurer, recognized producer or insurance trade association, accredited college, university or trade school, or other institution or organization that is approved by DOBI in accordance with N.J.A.C. 11:17-3.1 to provide pre-licensing or CE for insurance producers in the State.

**Insurance Producer** – A person required to be licensed under the laws of the State to sell, solicit, or negotiate insurance.

**NAIC** – The National Association of Insurance Commissioners, its affiliates or subsidiaries, or any agency or committee thereof.

**NIPR** - National Insurance Producer Registry, a **non-profit affiliate of the National Association of Insurance Commissioners (NAIC)**

**Nonresident (of New Jersey)** – A person for whom a state other than New Jersey has been designated the home state for the purpose of licensure.

**Resident (of New Jersey)** – A person who maintains a principal place of residence or principal place of insurance business in the State where insurance business is transacted and for whom the State has been designated the home state for the purpose of licensure.

### 2.2.3 REAL ESTATE

**Association of Real Estate License Law Officials (ARELLO)** – Comprised of official governmental agencies and other organizations around the world, ARELLO regulates real estate practices, enforces real estate law, and issues real estate licenses/registrations.

## **3.0 SCOPE OF WORK**

### **3.1 BANKING**

#### **3.1.1 OVERVIEW**

The contractor shall:

- a) Conduct banking licensing examinations and related duties for the State
- b) Provide and deliver pass/fail notices for banking license candidates:
  - Mortgage bankers/correspondent mortgage bankers/mortgage brokers
  - Secondary mortgage lenders
- c) Provide a computerized, electronic examination system for administration, reporting, and maintenance requirements
- d) Create, maintain, and share CE credit records of banking licensees, if required
- e) Charge and collect examination fees from test candidates; **NO CONTRACTOR EXPENSES INCURRED UNDER THIS CONTRACT SHALL BE BORNE BY THE STATE.**

#### **3.1.2 ELECTRONIC TESTING SYSTEM**

The contractor shall administer pass/fail examinations of State Contract Manager-approved questions using an electronic testing system. The examinations shall test residential first and second mortgage lending:

- a) General knowledge
- b) Law and practices

The contractor shall develop and provide an instructional electronic handbook for the licensed lender examinations and a similar handbook for mortgage solicitor examinations if a testing requirement is imposed by legislation. The handbook shall be updated as needed but in no event less often than when the specific test is updated. The contractor shall make available in a format approved by the State Contract Manager information contained in the handbook on a website maintained by the contractor. The handbook shall include at a minimum:

- a) Fees
- b) Testing sites
- c) The contractor's policies and procedures
- d) Instructions for pre-registration for examinations
- e) An outline of the content of each examination approved by the State Contract Manager

#### **3.1.3 SPECIFICATIONS**

The contractor shall comply with the following specifications and shall propose improved sections concerning test specifications, test administration, test security, test result reporting, statistical reports of test results, CE requirements, and training of personnel as requested. In consultation with the State Contract Manager, a limited number of pre-test, un-scored questions may be included on the examinations.

- a) All examinations shall be provided electronically.
- b) All questions shall be in multiple choice format.

- c) A databank shall be developed to contain a minimum of 250 questions. Each examination shall contain a minimum of the following number of questions drawn from the databank, based upon the business authority sought. The appropriateness of the questions shall be reviewed by a committee, including the contractor and established by DOBI personnel, at least once during each calendar year in order to determine their appropriateness and value. A review of the questions may be required more frequently if changes in statutes or regulations affecting test questions occur. Should legislation be enacted to require testing of mortgage solicitors, similar requirements shall be required for a mortgage solicitor examination.
- 1) 100 questions for mortgage banker, correspondent mortgage banker, or mortgage broker examination
  - 2) 100 questions for secondary mortgage lender examination
  - 3) 175 questions for the combined examination
  - 4) 150 questions for mortgage solicitors should legislation requiring testing be enacted
- d) Each examination shall comprehensively test the candidate's knowledge and application of State and federal statutes and regulations governing either the practice of:
- 1) Residential first mortgage lending
  - 2) Residential secondary mortgage lending
  - 3) A combined examination for lines 1) and 2) above
- e) The general and specialized business practices of individuals engaged both nationally and in the State in the conduct of these same four (4) areas shall be tested with the objective of demonstrating a thorough and complete understanding of the subject matter. An examination for mortgage solicitor licensure/registration shall be similarly constituted.
- f) Each test shall be designed to be completed within two and one-half (2 ½) hours.
- g) Tests or test items, sample tests, and the entire question banks, or portions thereof, shall be provided to the State Contract Manager upon request for review and approval at any time during the term of the contract. The contractor, panels of subject matter experts, and DOBI personnel shall develop questions for the examinations and develop new test items for the examinations every one (1) to two (2) years.
- h) Within thirty (30) days of being notified by the State Contract Manager of a statute or rule change that may affect the validity of one or more test items, the contractor shall conduct a review of the question banks for all examinations and notify the State Contract Manager of all items that may be affected by such a change. The contractor shall respond in writing and include the complete text of each item that may be affected, including the text of the question, the correct answer, and all distracters.

#### **3.1.4 ADMINISTRATION**

- a) The contractor shall develop and maintain a tracking system as part of the reservation process that will serve to prevent a candidate who has failed an examination:
- 1) Two (2) times from rescheduling for the same examination or for an examination that contains any portion of the same content prior to the expiration of the prohibited retesting period

- 2) Three (3) times from rescheduling for the same examination or for an examination that contains any portion of the same content prior to the expiration of the prohibited retesting period
- b) The contractor shall allow candidates to pre-register for an examination at least three (3) days before taking the examination.
- c) The contractor shall make available to candidates a toll free telephone number for pre-registration for examinations. The hours of operation for this telephone number shall be determined and approved by the State Contract Manager. The contractor shall make available a facsimile number that shall be operational twenty-four (24) hours a day for pre-registration. The contractor also shall make available a procedure through which candidates may pre-register via the Internet.
- d) The contractor shall provide telecommunication equipment to afford hearing-impaired candidates the means to register for an examination. Adequate means of registration shall also be provided for candidates with additional or other disabilities such as blindness or for those who are in wheelchairs.
- e) All test administration sites and facilities shall be accessible to the handicapped, and all facilities, materials and operations of the contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. Section 12101 et seq.) and Title VII of the Civil Rights Act, as amended (42 U.S.C. 2000e et seq.). All published material concerning test sites shall state these provisions. Banking shall not be held responsible for any such violations, and the contractor shall fully indemnify Banking for any costs or damages incurred attributable to any such violations.
- f) As required by the ADA and any other applicable federal or State law, the contractor shall administer an individual examination under special circumstances, such as at a different time, date, or place, or an oral examination at no additional cost to the candidate, upon receipt of a specific direction from the State Contract Manager within seven (7) days. The contractor shall make available a second separate toll free telephone number dedicated to inquiries concerning the providing of examinations under special circumstances to persons who may qualify for such consideration under the ADA or other applicable law. The toll free number shall be manned and operational at least five (5) days per week, Monday through Friday, during the hours of 8:00 AM to 5:00 PM Eastern Time.
- g) Examination sessions shall be conducted at least five (5) days each week, excluding holidays approved in advance by the State Contract Manager, every week of the year at no fewer than five (5) permanent test center locations. Examinations may also be held on Saturdays if sufficient demand for Saturday testing occurs.
- h) The contractor shall provide the State Contract Manager access via the Internet to its reservations data, sorted by test centers, indicating the total number of available seats at each test center and the number of reservations made for each test administration session scheduled at the centers for the four (4) week period following the inquiry.
- i) The selection of geographic locations of test centers by the contractor shall be for the convenience of the candidates and shall be approved in advance by the State Contract Manager. The geographic locations may include test centers located at sites outside the State in order to accommodate a national candidate population.

- j) If the volume of candidates requesting examinations increases so that a candidate cannot be tested within a fourteen (14) day period after registration, the State Contract Manager shall direct the contractor to provide additional hours and/or test centers.
- k) The contractor shall ensure that each test center location shall comply with all local use and occupancy requirements without undue distractions or noise and be adequately sized, lighted, ventilated, and provided with restroom facilities. Adequate and safe parking for candidates shall be available within reasonable proximity to the test center location. The contractor shall not charge candidates a parking fee.
- l) Each test center shall be monitored by the contractor's employees in sufficient number to ensure that all tests are conducted and supervised in a secure manner and in consideration of the layout of the facility and the number of candidates to be tested,
- m) The contractor shall require candidates to provide adequate personal identification at the test center including, but not be limited to:
  - 1) The confirmation/reference number given to the candidate at the time of pre-registration
  - 2) Two (2) types of signature-bearing identification that are current and valid, one (1) of which shall bear a photograph of the candidate
  - 3) A failed score report if the candidate is being re-examined
- n) The contractor shall make available procedures for rescheduling and canceling examination reservations.
- o) The contractor may keep an examination fee from any candidate who does not appear for a scheduled examination. Candidates shall be permitted to cancel or reschedule without monetary penalty if the reservation is cancelled or rescheduled at least two (2) days prior to the scheduled examination date. In these instances, the contractor shall issue a cancellation number.
- p) The contractor shall not impose a penalty in circumstances when an emergency, illness, or death of an immediate family member prevents a candidate from taking an examination. The contractor may request reasonable proof or documentation of such an occurrence.
- q) Upon completion of the examination, the contractor shall immediately present pass/fail results to the candidates.
- r) The contractor shall allow representatives of Banking to visit and inspect any test center location during normal business hours and be given full access to all areas of the test center. If visits to the test centers by staff of Banking cause a disruption to the contractor, Banking shall withdraw this requirement.
- s) The contractor shall provide to the State Contract Manager for each test center a telephone number through which properly identified representatives of Banking can communicate with the test center manager and one other contact person assigned to the test center during the hours the test center is open. The contractor shall supply the State Contract Manager with the names of the manager and additional contact person.



### 3.1.5 ELECTRONIC IMAGING

The contractor shall take a digital photograph of every candidate at the test center.

The image shall be reproduced on the pass notice generated by the contractor, and the pass notice shall be handed to each qualified passing candidate.

### 3.1.6 SECURITY

The contractor shall ensure the security of examination items to prevent their distribution to or duplication by potential candidates or any other unauthorized personnel.

The contractor shall provide on-site security to deter and detect cheating. Each test center shall be equipped with a video recording system to record each candidate during the time the examination is being taken. If suspected cheating takes place, the contractor shall retain a video tape of the actions of the suspected candidate(s). The contractor shall provide the original video tape of the incident to the State Contract Manager upon request. A full, written report by the test center manager or other test center employee of the matter shall be submitted to the State Contract Manager within seven (7) business days of the date of the incident.

The contractor shall submit a written report, including supporting original documentation, of any improprieties or suspected improprieties within two (2) working days to the State Contract Manager and withhold the candidate's score reports until instructed to proceed by the State Contract Manager. The contractor's employees shall be made available to Banking for interview, written statements, and/or testimony with respect to reported incidents.

The contractor shall use chemically treated, tamper-proof paper for the pass/fail notices issued to the candidates.

The contractor shall use on-site security methods to ensure that the individual taking the test is the licensee candidate. The materials used in and produced by such methods must be transferable to DOBI as a cross-reference that will uniquely identify the candidate.

### 3.1.7 REPORTING OF RESULTS

Upon completion of each examination, the contractor shall score it and provide the successful candidate with a pass notice at the examination administration site. The contractor also shall make provisions to issue duplicate score reports within two (2) working days. Duplicate score reports shall be issued by the contractor only upon the request of a candidate who took the test.

The contractor shall provide an unsuccessful candidate with a failure notice that bears the candidate's electronic image. This failure notice must be resubmitted to the monitor at the test site upon retaking the examination.

The contractor shall provide an unsuccessful candidate taking the examination for the second time with a failure notice indicating that the candidate is barred from retaking the examination for a period of six (6) months from the date of the second failure.

The contractor shall provide an unsuccessful candidate taking the examination for a third time, after the expiration of the six (6) month bar, with a failure notice indicting that the candidate is barred from retaking the examination for a period of one (1) year from the date of the third failure.

The contractor shall forward to the State Contract Manager via electronic transmission in a format approved by the State Contract Manager, the test results of passing and failing candidates on the second working day after the administration of the examination.

The contractor shall issue additional written and/or computer accessible reports as requested by the State Contract Manager on an as needed basis.

The contractor shall provide to the State Contract Manager computer access to the following data on all candidates for a period of eighteen (18) months following the date of the examination:

- a) Name
- b) Home address
- c) Type of examination
- d) Date of most recent exam
- e) Number of times taken
- f) Pass/fail score
- g) Manner of test administration (electronic or otherwise specified)
- h) Test center at which exam was taken
- i) Social security number or other numeric personal identifier
- j) Date of birth

The contractor shall provide computer access and the programming necessary to develop and maintain this database of information and well as the transmission through DOBI's information management systems. The present contractor uses CATGlobal.com.

The contractor shall provide access to such information to the State Contract Manager electronically via the Internet. A monthly report containing such data on all candidates tested in the preceding month, in a format approved by the State Contract Manager, shall be transmitted electronically by the contractor to the State Contract Manager by the third business day of each month.

### **3.1.8 SUMMARY REPORTS OF RESULTS**

For all individuals tested, the contractor shall provide monthly, quarterly, and annual statistical reports including the number of candidates taking the examination for the first time at each test center for each type of test taken and the number of pass/fail results in a raw number and percentage basis.

Similar reports shall be provided for candidates who took the examination a second or further additional time.

Other reports, such as reports analyzing patterns of responses to individual test questions, shall be developed and maintained by the contractor as requested by the State Contract Manager.

### **3.1.9 TRAINING DOBI PERSONNEL**

The contractor shall provide individual training and written instructions for use by Banking's management and licensing personnel regarding the operation of the examination result and CE credit record keeping and notification systems. The number of personnel to be initially trained shall not exceed ten (10). Initial training shall be administered at DOBI's designated location and shall commence upon awarding of the contract and, if necessary the implementation of the CE System. Scheduling shall be determined and agreed upon by the contractor and the State Contract Manager. The contractor shall provide additional training as directed by the State Contract Manager.

The contractor shall prepare operating manuals that include, but not be limited to, flow charts, file layouts, data dictionaries, sample forms and reports, phase descriptions, and processing procedures. The manuals shall be updated with modifications and enhancements as directed by the State Contract Manager.

### 3.1.10 TECHNICAL REQUIREMENTS

Upon request by the State Contract Manager, the contractor shall provide current flow charts, file layouts, data dictionaries, samples of forms and reports, and processing procedures related to the contractor's test result storage and reporting and CE credit storage and notification systems.

### 3.1.11 INFORMATION FOR ELECTRONIC DATABASES

Banking anticipates initiating participation in a national mortgage licensing database within the proposed contract period. This participation may include the contribution of data relating to State candidates to the national database manager. The contractor shall gather data, to be determined by the State Contract Manager, on all candidates and forward the information to the national database manager using a format and communication medium agreed upon by the State Contract Manager and the national database manager.

### 3.1.12 NEW TYPES OF LICENSES

It is possible that the State Legislature may enact legislation during the term of this contract requiring the contractor to develop and administer new examinations in which case the contractor shall adjust the examinations to comply with any new legislation.

DOBI reserves the right to alter the content and format of all forms used in the examination, administration, and license processing procedures at any time during the term of the contract.

### 3.1.13 RECORD RETENTION - OVERALL

When the contract concludes, the contractor shall give all records regarding applicants or licensees retained by the contractor and any state specific test questions to the new contractor or the State Contract Manager, as determined by the State Contract Manager.

The contractor shall maintain all electronic records for a period of five (5) years after the license examination date and five (5) years after each CE course completion date, when applicable.

### 3.1.14 FORMS

The State Contract Manager reserves the right to alter the text and/or format of all forms currently used in the administration of license examinations and the reporting of examination results.

The State Contract Manager reserves the right to require the use by the contractor of additional forms or documents should it become necessary.

### 3.1.15 TELEPHONE ASSISTANCE AND OTHER SUPPORT

The contractor shall provide a State telephone exchange and/or toll free number and other means of communication and staff to respond to phone, electronic, or written inquiries from applicants and licensees related to the services provided by the contractor.

The contractor shall print telephone numbers and contact address, including e-mail address if applicable, on all communications from the contractor to the applicants or licensees. The contractor's telephones shall be staffed during regular business hours.

### 3.1.16 CONTINUING EDUCATION

Should legislation be enacted requiring DOBI to create and maintain a CE credit system for some or all State licensed lender licensees and/or mortgage solicitors, as a condition for licensure renewal, the following shall be in order:

#### 3.1.16.1 REVISED SCOPE OF WORK

The contractor shall:

- a) Create, maintain, and provide State Contract Manager access to CE credit records of banking licensees
- b) Electronically obtain CE credits earned by licensees from approved schools for recording and accumulating
- c) Maintain a database of all approved providers, courses, and instructors
- d) Maintain and update the database of all licensees
- e) Maintain cumulative credits for each licensee during the CE requirement term
- f) Provide internet access that requires a password to course records for each licensee
- g) Run school compliance reports every two (2) years
- h) Mail deficiency notices with or without a grace period

#### 3.1.16.2 REQUIREMENTS

The contractor's computer system shall record and tabulate CE credits earned by the licensees through attendance at Banking-approved seminars and/or courses. This system shall include the following:

- 1) Licensee's name
- 2) Licensee's reference number
- 3) List of courses taken by the licensee
- 4) Course number
- 5) Date the licensee completed each course
- 6) Number of credits earned for each course
- 7) Total number of credits accrued by the licensee within the applicable licensing period.

The contractor shall notify annually all persons actively licensed of the number and type of CE credits earned by the licensee as of a date specified in the notice, which shall be no more than ten (10) days prior to the date of the notice. The notice shall also inform licensees of the number and nature of credits needed for license renewal. Notification shall be provided to the licensees at their business address. In addition, notification information shall be accessible to licensees on a web site maintained by the contractor.

The contractor shall notify the State Contract Manager of the number of CE credits accumulated by the individual licensed lenders and/or mortgage solicitors during a licensing period, at least sixty (60) days prior to the expiration on a license renewal period.

The contractor shall notify the State Contract Manager of all licensed lender licensees and/or mortgage solicitors who have not amassed the required number of credits, during a licensing period of ninety (90) days prior to the expiration of their licenses.

The CE credit information maintained on the web site shall pertain to actively licensed persons and to all persons whose banking licenses are inactive but who had:

- a) Renewed the license at the beginning of the current term,
- b) Reinstated an un-renewed license in the current term, or
- c) Been initially licensed in the current license term.

The web site shall contain a hyperlink to the web site maintained by DOBI. The indicator of that hyperlink shall be prominently displayed on the first page of the contractor's website that contains specific information relative to banking license examinations. The contractor shall provide to the State Contract Manager the URL for the location on its website to which DOBI may provide a hyperlink.

### **3.1.16.3 CREDIT REPORTING**

The contractor shall provide a report including, but not limited to, candidate, course, and hours, concerning the CE courses attended on a quarterly basis to the State Contract Manager via electronic transmission in a format approved by the State Contract Manager.

The contractor shall provide DOBI with electronic access to this database.

The contractor shall make modifications and prompt updates to the CE credit database.

The contractor shall maintain the CE credit database in a secure environment that shall prevent unauthorized or improper additions or alterations being made to the information it contains.

### **3.1.16.4 CREDIT RECORD RETENTION**

The contractor shall:

- a) Provide record keeping, reporting, and maintenance services for the CE credits as approved by the State Contract Manager.
- b) Develop procedures and a computerized system for tracking and maintaining additional educational data.
- c) The contractor shall maintain a database for all approved course providers and CE courses administered during the current licensing term and the immediately preceding license term. The file shall specify:
  - 1) Provider codes
  - 2) Education course numbers
  - 3) Titles
  - 4) Instructors
  - 5) Courses completion dates
  - 6) Whether the course was mandatory or elective
  - 7) Number of CE credits assigned per course

- d) The contractor shall develop and maintain individual CE credit records for each licensee. The file shall specify:
- 1) Class
  - 2) Course or seminar taken by title and course number
  - 3) Provider code
  - 4) Completion date
  - 5) Whether the course was mandatory or elective
  - 6) Number of credits obtained.
- e) The contractor shall notify licensees at their business address, on a date or dates to be specified by Banking, of the total number of CE credits required for renewal of their license, the type and number of credits obtained by the licensee since the commencement of the current license term, and the number and type (mandatory or elective) of credits needed for license renewal.
- f) The contractor shall submit quarterly updates to the State Contract Manager via electronic transmission in a format approved by the State Contract Manager that contains the total number and type of credits obtained by each licensee since the license was last issued or renewed as of the date of the updated report. This electronic data shall be available to the State Contract Manager on a weekly basis.
- g) The contractor shall develop a CE credit databank for all licensees if, as a condition for renewal, each licensee would be required to obtain the required CE credits within a specified period. The contractor shall identify to the State Contract Manager those licensees who did not do so and who would not qualify for the renewal of their licenses.
- h) In the event of a change in the duration of the license term, the contractor shall adjust its actions and procedures with regard to the CE credit component of the contract as directed by the State Contract Manager.

The information described in this Section shall be updated on a weekly basis, be maintained electronically by the contractor, and be accessible via the Internet.

## 3.2 INSURANCE

### 3.2.1 OVERVIEW

The contractor shall:

- a) Develop and conduct
  - 1) Insurance producer and public adjuster licensing examinations
  - 2) Pre-licensing education instructor examinations
- b) Provide a web-based system that receives, maintains, and reports CE credits earned by resident producers and that receives, maintains, and reports CE course schedules. The system shall be accessible by producers, insurance education providers, and DOBI.
- c) Provide examination score reports and other documents for:
  - 1) Insurance producers
  - 2) Public adjusters
  - 3) Insurance instructors
- d) Provide a computerized, electronic examination system for administration, reporting, and maintenance requirements

- e) Transfer electronic data to
  - 1) NIPR
  - 2) DOBI's central licensing database currently maintained by NAIC
  - 3) In the event of change in provider of services during the contract period, to any new vendor
- f) Create, maintain, and share examination and CE credit records of license candidates and insurance licensees
- g) Provide related duties as needed to fulfill the requirements of the contract
- h) Charge and collect examination fees from test candidates; NO EXPENSES UNDER THIS CONTRACT SHALL BE BORNE BY THE STATE.

### 3.2.2 ELECTRONIC TESTING SYSTEM

The contractor shall administer pass/fail examinations of State Contract Manager-approved test questions using an electronic testing system. The producer and instructor examinations shall test general knowledge of insurance relating to the specific insurance line of authority and specific knowledge of insurance law and practices in the State. The public adjuster examination shall test the knowledge needed by an individual handling property damage claims on behalf of the insured.

The contractor shall develop an instructional handbook for the examinations. Handbooks shall be updated as needed, but in no event less often than when the specific test is updated. The contractor shall make available, in a format approved by the State Contract Manager, information contained in the handbook on a website maintained by the contractor. The handbook shall include:

- a) Fees
- b) Testing sites
- c) The contractor's policies and procedures, including test center policies
- d) Instructions for pre-registration for examinations
- e) An outline of the content of each examination approved by the State Contract Manager

### 3.2.3 SPECIFICATIONS

The contractor shall comply with the following specifications and shall propose improved sections concerning test specifications, test administration, test security, test result reporting, statistical reports of test results, CE requirements, and training of personnel as requested.

- a) The contractor shall provide an electronic testing system.
- b) All questions shall be in multiple choice format.
- c) Licensing examinations shall be designed for each license type with the following number of scored questions for each type:
  - 1) 100 questions for property
  - 2) 100 questions for casualty
  - 3) 100 questions for life
  - 4) 100 questions for accident and health or sickness
  - 5) 100 questions for title
  - 6) 50 questions for limited lines bail bonds
  - 7) 50 questions for surplus lines
  - 8) 50 questions for personal lines
  - 9) 50 questions for public adjuster

10) 100 questions for each of the insurance instructor examinations for each line of insurance listed in 1) through 5) above and 50 questions for limited lines bail bond instructor candidates

- d) Each producer/instructor line of authority examination shall comprehensively test the candidate's knowledge of general insurance and State specific insurance laws, regulations, and practices with the objective of having the successful candidate demonstrate a thorough and complete understanding of the subject matter.
- e) Each public adjuster examination shall comprehensively test the candidate's knowledge of the duties and responsibilities of a public insurance adjuster, general claim handling practices, State laws and regulations relating to insurance, claim handling, and the powers of the Commissioner.
- f) Each insurance instructor examination shall comprehensively test the candidate's knowledge of general insurance and State specific insurance laws, regulations, and practices with the objective of having the successful candidate demonstrate a thorough and complete understanding of the subject matter. The instructor examination may use some of the same questions as the appropriate licensing examination. The passing score may be set higher at the discretion of the State Contract Manager.
- g) Each test shall be designed to be completed within three and one-half (3½) hours.
- h) In a format approved by the State Contract Manager, the contractor shall provide a specific candidate's test or test items, sample tests, and the entire question banks or portions thereof, to the State Contract Manager upon request for review, update, and approval at any time during the term of the contract.
- i) The contractor shall coordinate with the State Contract Manager to facilitate the examination development sessions in accordance with DOBI guidelines so that no test is used for more than a twenty-four (24) month period. Guidelines include, but are not limited to, date, time, location, approval of subject matter experts, and format.

#### 3.2.4 ADMINISTRATION

- a) The contractor shall pre-register a candidate for an examination scheduled no later than seven (7) business days in advance unless the candidate specifically requests a later date.
- b) The contractor shall make available to candidates a toll free telephone number for pre-registration for examinations. The hours of operation for this telephone number shall be determined and approved by the State Contract Manager. The contractor shall make available a facsimile number that shall be operational twenty-four (24) hours a day for pre-registration. The contractor shall also make available a procedure through which candidates may pre-register via the Internet.
- c) The contractor shall develop and implement reservation procedures that comply with the provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. Section 12101 et seq.) and Title VII of the Civil Rights Act, as amended (42 U.S.C. 2000e et seq.). All published material concerning the reservation process shall state these provisions. DOBI shall not be held responsible for any such violations, and the contractor shall fully indemnify Insurance for any costs or damages incurred attributable to any such violations.



- d) The contractor shall establish test administration centers in or near Newark, Trenton, Camden, and Atlantic City as well as other geographic locations as needed to provide reasonable access to candidates. Examination sessions shall be conducted throughout the day at least five (5) days each week, excluding no more than ten (10) holidays approved in advance by the State Contract Manager, every week of the year at each permanent testing center location. Examinations shall be offered on Saturday at least once each month at the Newark, Trenton, Camden, and Atlantic City testing centers. If the number of pre-registrations warrant, additional test administration centers shall be opened.
- e) The contractor shall provide the State Contract Manager access via the Internet to its reservations data, sorted by test centers, indicating the total number of available seats at each test center and the number of reservations made for each test administration session scheduled at the centers for the four (4) week period following the inquiry.
- f) The selection of geographic locations of test centers by the contractor shall be for the convenience of the candidates and shall be approved in advance by the State Contract Manager.
- g) If the volume of candidates requesting examinations increases to the point where a candidate cannot be tested within a seven (7) day period after registration, the State Contract Manager may direct the contractor to provide additional hours and/or test centers.
- h) The contractor shall ensure that each test center location shall comply with all local use and occupancy requirements without undue distractions or noise and be adequately sized, lighted, ventilated, and provided with restroom facilities. Adequate and safe parking for candidates shall be available within reasonable proximity to the test center location.
- i) All test administration sites and facilities shall be accessible to the handicapped, and all facilities, materials and operations of the contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. Section 12101 et seq.) and Title VII of the Civil Rights Act, as amended (42 U.S.C. 2000e et seq.). All published material concerning test sites shall state these provisions. DOBI shall not be held responsible for any such violations, and the contractor shall fully indemnify Insurance for any costs or damages incurred attributable to any such violations.
- j) As required by the ADA and any other applicable federal or State law, the contractor shall administer an individual examination under special circumstances, such as at a different time, date, or place, or an oral examination at no additional cost to the candidate, upon receipt of a specific direction from the State Contract Manager within seven (7) days.
- k) Each test center shall be monitored by the contractor's employees in sufficient number to ensure that all tests are conducted and supervised in a secure manner and in consideration of the layout of the facility and the number of candidates to be tested,
- l) The contractor shall require candidates to provide adequate personal identification at the test center including, but not limited to:
  - 1) The confirmation/reference number given to the candidate at the time of pre-registration
  - 2) Two (2) types of signature-bearing identification that are current and valid, one (1) of which shall bear a photograph of the candidate

- 3) A failed score report if the candidate is being re-examined
  - 4) Candidates testing for producer license lines of authority, except surplus lines, must provide a certificate of pre-license education completion or a waiver from DOBI
- 
- m) The contractor shall make available procedures for rescheduling and canceling examination reservations.
  - n) The contractor may keep an examination fee from any candidate who does not appear for a scheduled examination. Candidates shall be permitted to cancel or reschedule without monetary penalty if the reservation is cancelled or rescheduled at least two (2) days prior to the scheduled examination date. In these instances, the contractor shall issue a cancellation number.
  - o) The contractor shall not impose a penalty in circumstances when an emergency, illness, or death of an immediate family member prevents a candidate from taking an examination. The contractor may request reasonable proof or documentation of such an occurrence.
  - p) Upon completion of the examination, the contractor shall immediately present pass/fail results to the candidates in a format approved by the State Contract Manager.
  - q) The contractor shall allow representatives of Insurance to visit and inspect any test center location during normal business hours and be given full access to all areas of the test center.
  - r) The contractor shall transfer daily test results to NIPR or any successor vendor designated by Insurance in a format approved by the State Contract Manager.

### 3.2.5 ELECTRONIC IMAGING

The contractor shall take a digital photograph of the testing candidate prior to the examination. This image shall be reproduced on the pass notice/license application form generated by the contractor, and shall be handed to each qualified passing candidate. All forms are subject to the approval of the State Contract Manager.

### 3.2.6 SECURITY

- a) The contractor shall ensure the security of examination items to prevent their distribution to or duplication by potential candidates or any other unauthorized personnel.
- b) The contractor shall provide on-site security sufficient to deter and detect cheating.
- c) The contractor shall submit a written report, including supporting original documentation, of any improprieties or suspected improprieties within two (2) working days to the State Contract Manager and withhold the candidate's score reports and Temporary Work Authorization form until instructed to proceed by the State Contract Manager. The contractor's employees shall be made available to Insurance for interview, written statements, and/or testimony with respect to reported incidents.
- d) The contractor shall use chemically treated, tamper-proof paper for the pass/fail notices issued to the candidates.

- e) The contractor shall use on-site security methods to ensure that the individual taking the test is the licensee candidate. The materials used in and produced by such methods must be transferable to DOBI as a cross-reference that will uniquely identify the candidate.

### 3.2.7 REPORTING OF RESULTS

- a) The contractor shall immediately provide the candidate with a DOBI-approved pass/fail notice upon completion of the examination.
- b) A qualified producer candidate is one who answers “no” to all the background questions from the current, approved version of the NAIC Uniform Application for Individual Insurance Producer License form, which shall be contained on the Candidate Pre-registration Form ([Appendix 1](#)) and be subject to biennial revision. An unqualified producer candidate is one who answers “yes” to any of these questions.
- c) The contractor shall provide to successful, qualified candidates for insurance authority (life, accident and health or sickness, property, casualty, personal lines, title, and surplus lines) a passing notice and Temporary Work Authorization form and any notification materials provided by DOBI including notifications of online application processes at the test center. Successful candidates for limited lines bail bonds receive only a passing notice.
- d) The contractor shall provide to the successful, unqualified producer candidate, a pass result score, a denial of the Temporary Work Authorization form, and any notification materials provided by DOBI, including notifications of online application processes at the test center.
- e) The contractor shall provide the successful candidate for producer limited line bail bond authority a passing notice and any notification materials provided by DOBI including notifications of online application processes at the test center.
- f) The contractor shall provide the successful candidate for insurance instructor with a passing notice and written instructions to contact the sponsoring insurance education provider/school for registration with DOBI.
- g) The contractor shall provide the unsuccessful producer or instructor candidate with a fail notice that contains diagnostic examination information regarding the candidate’s examination. The candidate shall be instructed to re-register and present to the test center staff on the day of the new examination the fail notice as a part of the required examination day identification.
- h) The contractor shall be aware that a qualified public adjuster candidate is one who answers “no” to all the questions contained on the pre-registration form, and an unqualified candidate is one who answers “yes” to any of these questions. The contractor shall provide the successful, qualified public adjuster candidate with a copy of the passing notice and instructions approved by DOBI regarding how to obtain and submit an application for the licensure from DOBI. If the public adjuster candidate is not qualified, the contractor shall also provide the candidate with information as required by DOBI regarding additional documentation that must be submitted with the application.

- i) The contractor shall provide the unsuccessful public adjuster candidate with a fail notice that contains diagnostic examination information concerning the candidate's exam. The candidate shall be instructed to re-register and present to the test center staff on the day of the new examination the fail notice as a part of the required examination day identification.
- j) The contractor shall provide pass and fail examination results and candidate pre-registration data electronically via a secure website to the licensing unit of DOBI and/or any approved vendor or business partner of DOBI on the first working day following the administration of the examination in a format approved by the State Contract Manager.
- k) The contractor shall issue additional written and/or computer accessible reports as requested by the State Contract Manager.

### 3.2.8 SUMMARY REPORTS OF RESULTS

- a) The contractor shall make available to the State Contract Manager monthly and annual statistical reports outlining school performance data. The contractor shall provide monthly statistical reports of all individuals tested that shall include the number of candidates who are taking the exam for the first time for each test center, for each type of test taken, and the number of candidates who pass and fail in a raw number and on a percentage basis. The contractor also shall provide the same statistical data for candidates who are taking the exam for a second or additional time. All reports shall be available online for the DOBI's review and access.
- b) The contractor shall create additional computer accessible reports as requested by the State Contract Manager.
- c) The contractor shall provide each approved pre-licensing education provider with access to only its monthly and annual statistical data.

### 3.2.9 TRAINING DOBI PERSONNEL

- a) The contractor shall provide individual training and written instructions for use by Insurance's management and licensing personnel regarding the operation of the examination result and CE credit record keeping and notification systems. The number of personnel to be initially trained shall not exceed fifteen (15). Initial training shall be administered at DOBI's designated location and shall commence upon awarding of the contract and, if necessary the implementation of the CE System. Scheduling shall be determined and agreed upon by the contractor and the State Contract Manager. The contractor shall provide additional training as directed by the State Contract Manager.
- b) The contractor shall prepare operating manuals that include, but not be limited to, flow charts, file layouts, data dictionaries, sample forms and reports, phase descriptions, and processing procedures. The manuals shall be updated with modifications and enhancements as directed by the State Contract Manager.

### 3.2.10 TECHNICAL REQUIREMENTS

Upon request by the State Contract Manager, the contractor shall provide operating manuals related to the contractor's test result storage and reporting and CE credit storage and notification systems.

### 3.2.11 INFORMATION GATHERED FOR ELECTRONIC DATABASES

Insurance contributes data concerning all persons who pass insurance license examinations to the National Insurance Producer Registry and to its own central licensing database maintained by the National Association of Insurance Commissioners. The contractor shall gather data from all candidates with regard to disqualifying responses and pre-registration information and forward this information on all passing candidates to these two (2) organizations or any successor organization specified by the Department. The transfer shall occur daily using a format and communications medium agreed upon by the State Contract Manager and the two (2) organizations.

### 3.2.12 NEW TYPES OF LICENSES

At present, Insurance is not aware of any proposed new license types. Nonetheless, it is possible that the State Legislature may enact legislation during the term of this contract requiring the contractor to develop and administer new examinations. The contractor shall develop and administer the tests as a part of this contract and at the rate charged for the examinations governed under this contract.

### 3.2.13 RECORD RETENTION - OVERALL

When the contract concludes, the contractor shall give all records regarding applicants or licensees retained by the contractor and any state specific test questions to the new contractor or the State Contract Manager, as determined by the State Contract Manager.

The contractor shall maintain all electronic records for a period of five (5) years after the license examination date and five (5) years after each continuing education course completion date.

### 3.2.14 FORMS

The State Contract Manager reserves the right to alter the text and/or format of all forms used in the administration of license examinations and the reporting of examination results.

The State Contract Manager reserves the right to require the use by the contractor of additional forms or documents should it become necessary.

### 3.2.15 TELEPHONE ASSISTANCE AND OTHER SUPPORT

The contractor shall provide a State telephone exchange and/or toll free number and other means of communication and staff to respond to phone, electronic, or written inquiries from applicants and licensees related to the services provided by the contractor. For use by DOBI representatives only, the contractor shall provide a State telephone exchange and/or toll free number and other means of communication and staff to respond to phone, electronic, or written inquiries reserved.

The contractor shall print telephone numbers and contact address, including e-mail address if applicable, on all communications from the contractor to the applicants or licensees. The contractor's telephones shall be staffed during regular business hours.

### 3.2.16 CONTINUING EDUCATION

- a) The contractor shall develop, administer, and maintain a web-based electronic system to facilitate the banking of CE credits, CE course schedules, and creation of individual producer course transcripts.

- b) The contractor's system shall receive electronically course rosters for recording CE credits earned by licensees through attendance at DOBI approved seminars and courses from approved insurance education providers and DOBI. The contractor's system shall identify the provider, course, licensee, completion date, banking date, and number of awarded credits.
- c) The contractor's system shall receive CE course schedules electronically from approved insurance education providers. The system shall permit the provider to identify the course as public or non-public and update the schedule by adding or deleting course offerings as needed. The schedule module of the contractor's system shall be available to the provider, DOBI, and producer licensees. Non-public courses shall be available for view only by DOBI and the submitting provider.
- d) The contractor's system shall be used to create an individualized CE course transcript identifying the producer and containing the courses completed by the licensee during the compliance term and up to one (1) year after the license expiration. The transcript shall be available to the licensee and DOBI. The transcript shall identify at least the following:
  - 1) Licensee name New Jersey producer license number and National Producer Number (NPN)
  - 2) Provider name and authorization code number
  - 3) Course name and authorized code number
  - 4) Course completion date
  - 5) Date credits banked by the provider
  - 6) Licensee's effective and expiration dates
  - 7) Course content category
  - 8) Awarded course credits
- e) The contractor shall provide web-enabled access for DOBI to perform on-line inquiries and updates into the CE system.
- f) The contractor shall update and modify the license database used to record CE credits and shall provide a daily electronic transfer of the CE credit total for each resident licensee to DOBI's central licensing database, which is currently maintained by NAIC.
- g) The contractor shall train and assist insurance education providers, DOBI, and licensees in the use of the system.
- h) The contractor shall provide a secure log in that does not use a Social Security number as the means of verification of identity.
- i) The contractor shall provide DOBI and each individual provider with electronic access to a listing of each approved school's courses. This listing shall contain the:
  - 1) Provider's name
  - 2) Provider's assigned identification code number
  - 3) Course number
  - 4) Listing of producers who attended the courses
  - 5) Number of approved course credits
  - 6) Course title
- j) Other reports shall be developed and maintained by the contractor as requested by the State Contract Manager.

- k) The contractor shall provide error reports to each school for course information that is provided to the contractor that is not accepted by the contractor's system. Quarterly summary reports of these errors, sorted by school shall be provided to the State Contract Manager via electronic means, including the contractor's website.
- l) During the term of the contract, if the insurance laws regarding CE credits change, the contractor shall work with the State Contract Manager to make the necessary changes to ensure compliance with new procedures within the timeframes required by the law.

### 3.3 REAL ESTATE

#### 3.3.1 OVERVIEW

The contractor shall:

- a) Conduct real estate licensing examinations, record keeping, and related duties
- b) Provide conditional temporary letters of authority and deliver pass/fail notices to:
  - 1) Real estate salespersons
  - 2) Brokers and broker-salespersons
  - 3) Instructors (only deliver pass notices)
- c) Provide a computerized, electronic examination system for administration, reporting, and maintenance requirements
- d) Create, maintain, and share continuing education (CE) credit records of real estate licensees, if required
- e) Charge and collect examination fees from test candidates; **NO CONTRACTOR EXPENSES INCURRED UNDER THIS CONTRACT SHALL BE BORNE BY THE STATE.**

#### 3.3.2 ELECTRONIC TESTING SYSTEM

The contractor shall administer pass/fail examinations of State Contract Manager-approved questions using an electronic testing system. The examinations shall test general knowledge of real estate and specific knowledge of real estate law and practices in the State.

The contractor shall develop and provide an instructional electronic handbook for the examinations. The handbook shall be updated as needed but in no event less often than when the specific test is updated. The contractor shall make available in a format approved by the State Contract Manager information contained in the handbook on a website maintained by the contractor. The handbook shall include:

- a) Fees
- b) Testing sites
- c) The contractor's policies and procedures
- d) Instructions for pre-registration for examinations
- e) An outline of the content of each examination approved by the State Contract Manager
- f) Other information as reflected in the Real Estate Candidate Handbook (Exhibit 1)

The contractor shall include in each paper version of the handbook a blank School Certificate form (Exhibit 2) containing text and in a format approved by the State Contract Manager. The contractor shall make available within one (1) day the information contained in the handbook, excluding the School Certificate Form, in a format approved by the State Contract Manager on a website maintained by the contractor.

### 3.3.3 SPECIFICATIONS

The contractor shall comply with the following specifications and shall propose improved sections concerning test specifications, test administration, test security, test result reporting, statistical reports of test results, CE requirements, and training of personnel as requested. In consultation with the State Contract Manager, a limited number of pre-test, un-scored questions may be included on the examinations.

- a) The contractor shall provide an electronic testing system.
- b) All questions shall be in multiple choice format.
- c) Licensing examinations shall be designed for each license type with the following number of questions for each type:
  - 1) 110 questions for salespersons
  - 2) 120 questions for broker and broker-salespersons
  - 3) 140 questions for instructors (100 questions concerning general and State-specific real estate knowledge, 20 broker-level questions concerning State license law and Real Estate rules, and 20 questions concerning teaching methods)
- d) Each examination shall comprehensively test the candidate's knowledge of general real estate concepts and State real estate law with the objective of having the successful candidate demonstrate a thorough and complete understanding of the subject matter concerning:
  - 1) Conveyancing
  - 2) Mortgages
  - 3) Agreements of sale
  - 4) Leases
  - 5) Ownership
  - 6) Brokerage
  - 7) Agency
  - 8) Other state laws
  - 9) Rules and regulations of Real Estate
- e) If legislation and/or rules are enacted enabling certain candidates to obtain a license by passing only the State law portion of a salesperson or broker license examination, as opposed to an examination which contains questions that pertain to general real estate knowledge, the contractor shall provide for the administration of such a limited examination as an additional scope of work.
- f) Each instructor examination shall comprehensively test in greater detail the candidate's knowledge of general real estate law and practice and of State real estate laws, rules and regulations, and teaching methods with the objective of having the successful candidate demonstrate a thorough and complete understanding of the subject matter.
- g) Each test, including any un-scored pretest items that may be included with the items actually scored, but excluding instruction time, shall be designed to be completed within four (4) hours.
- h) In no event shall the same test be used for more than an eighteen (18) month period.



- i) The contractor shall provide tests or test items, sample tests, and the entire question banks, or portions thereof, to the State Contract Manager upon request for review and approval at any time during the term of the contract. The contractor, panels of subject matter experts comprised of industry volunteers, and DOBI personnel shall develop questions for the salesperson, broker and broker-salesperson, and instructor examinations and develop new test items for the examinations every one (1) to two (2) years.
- j) The contractor shall, within thirty (30) days of being notified by the State Contract Manager of a statute or rule change that may affect the validity of one or more test items, conduct a review of the question banks for all examinations and notify the State Contract Manager of all items that may be affected by such a change. The contractor shall respond in writing and include the complete text of each item that may be affected, including the text of the question, the correct answer, and all distracters.
- k) The contractor shall provide to Real Estate Examination Eligibility Certificate forms (Exhibit 3) containing text and in a format as directed by the State Contract Manager. Forms shall be made available electronically in a PDF file.

#### **3.3.4 ADMINISTRATION**

- a) The contractor shall allow candidates to pre-register for an examination at least three (3) days before taking the examination.
- b) The contractor shall make available to candidates a toll free telephone number for pre-registration for examinations. The hours of operation for this telephone number shall be determined and approved by the State Contract Manager. The contractor shall make available a facsimile number that shall be operational twenty-four (24) hours a day for pre-registration. The contractor also shall make available a procedure through which candidates may pre-register via the Internet.
- c) The contractor shall provide telecommunication equipment to afford hearing-impaired candidates the means to register for an examination. Adequate means of registration shall also be provided for candidates with additional or other disabilities such as blindness or for those who are in wheelchairs.
- d) All test administration sites and facilities shall be accessible to the handicapped, and all facilities, materials and operations of the contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. Section 12101 et seq.) and Title VII of the Civil Rights Act, as amended (42 U.S.C. 2000e et seq.). All published material concerning test sites shall state these provisions. Real Estate shall not be held responsible for any such violations, and the contractor shall fully indemnify Real Estate for any costs or damages incurred attributable to any such violations.
- e) As required by the ADA and any other applicable federal or State law, the contractor shall administer an individual examination under special circumstances, such as at a different time, date, or place, or an oral examination at no additional cost to the candidate, upon receipt of a specific direction from the State Contract Manager within seven (7) days. The contractor shall make available a second separate toll free telephone number dedicated to inquiries concerning the providing of examinations under special circumstances to persons who may qualify for such consideration under the ADA or other applicable law. The toll free number shall be manned and operational at least five (5) days per week, Monday through Friday, during the hours of 8:00 AM to 5:00 PM Eastern Time.

- f) Examination sessions shall be conducted twice daily at least five (5) days each week, excluding no more than ten (10) holidays approved in advance by the State Contract Manager, every week of the year at no fewer than three (3) permanent test center locations. Two (2) examination sessions shall be held on Saturdays in at least four (4) additional test center locations in various sites throughout the State, with their locations to be determined based on the number of pre-registrations.
- g) The contractor shall provide the State Contract Manager access via the Internet to its reservations data, sorted by test centers, indicating the total number of available seats at each test center and the number of reservations made for each test administration session scheduled at the centers for the four (4) week period following the inquiry.
- h) The selection of geographic locations of test centers by the contractor shall be for the convenience of the candidates and shall be approved in advance by the State Contract Manager.
- i) If the volume of candidates requesting examinations increases so that a candidate cannot be tested within a seven (7) day period after registration, the State Contract Manager shall direct the contractor to provide additional hours and/or test centers.
- j) The contractor shall ensure that each test center location shall comply with all local use and occupancy requirements without undue distractions or noise and be adequately sized, lighted, ventilated, and provided with restroom facilities. Adequate and safe parking for candidates shall be available within reasonable proximity to the test center location. The contractor shall not charge candidates a parking fee.
- k) Each test center shall be monitored by the contractor's employees in sufficient number to ensure that all tests are conducted and supervised in a secure manner and in consideration of the layout of the facility and the number of candidates to be tested,
- l) The contractor shall require candidates to provide adequate personal identification at the test center including, but not limited to:
  - 4) The confirmation/reference number given to the candidate at the time of pre-registration
  - 5) Two (2) types of signature-bearing identification that are current and valid, one (1) of which shall bear a photograph of the candidate
  - 6) A failed score report if the candidate is being re-examined
  - 7) For salesperson candidates, the completed, stamped, and signed "School Certificate" approved by Real Estate
  - 8) For broker candidates, the Examination Eligibility Certificate issued by Real Estate
- m) The contractor shall make available procedures for rescheduling and canceling examination reservations.
- n) The contractor may keep an examination fee from any candidate who does not appear for a scheduled examination. Candidates shall be permitted to cancel or reschedule without monetary penalty if the reservation is cancelled or rescheduled at least two (2) days prior to the scheduled examination date. In these instances, the contractor shall issue a cancellation number.

- o) The contractor shall not impose a penalty in circumstances when an emergency, illness, or death of an immediate family member prevents a candidate from taking an examination. The contractor may request reasonable proof or documentation of such an occurrence.
- p) Upon completion of the examination, the contractor shall immediately present pass/fail results to the candidates.
- q) The contractor shall allow representatives of Real Estate to visit and inspect any test center location during normal business hours and be given full access to all areas of the test center. If visits to the test centers by staff of Real Estate cause disruption to the contractor, Real Estate shall withdraw this requirement.
- r) The contractor shall provide to the State Contract Manager for each test center a telephone number through which properly identified representatives of Real Estate can communicate with the test center manager and one other contact person assigned to the test center during the hours the test center is open. The contractor shall supply the State Contract Manager with the names of the manager and additional contact person.

### 3.3.5 ELECTRONIC IMAGING

The contractor shall take a digital photograph of every candidate at the test center upon completion of the test. This photograph shall be reproduced on all candidate notices (Exhibits 4 - 10) generated at the test site.

### 3.3.6 SECURITY

The contractor shall ensure the security of examination items to prevent their distribution to or duplication by potential candidates or any other unauthorized personnel.

The contractor shall provide on-site security to deter and detect cheating. Each test center shall be equipped with a video recording system to record each candidate during the time the examination is being taken. If suspected cheating takes place, the contractor shall retain a video-tape of the actions of the suspected candidate(s). The contractor shall provide the original video tape of the incident to the State Contract Manager upon request. A full, written report by the test center manager or other test center employee of the matter shall be submitted to the State Contract Manager within seven (7) business days of the date of the incident.

The contractor shall submit a written report, including supporting original documentation, of any improprieties or suspected improprieties within two (2) working days to the State Contract Manager and withhold the candidate's score reports and Temporary Work Authorization form until instructed to proceed by the State Contract Manager. The contractor's employees shall be made available to Real Estate for interview, written statements, and/or testimony with respect to reported incidents.

The contractor shall use chemically treated, tamper-proof paper for the Pass, Fail, Denial, and Temporary Work Authorization notices issued to the candidates.

The contractor shall use on-site security methods to ensure that the individual taking the test is the licensee candidate. The materials used in and produced by such methods must be transferable to DOBI as a cross-reference that will uniquely identify the candidate.

### 3.3.7 REPORTING OF RESULTS

Upon completion of each examination, the contractor shall score it and provide the successful candidate with a Pass Notice/License Application (Exhibit 4) and a forty-five (45) day CTLA (Exhibit 6). The Mandatory Screening Question Response Sheet (Exhibit 10) shall be signed by the candidate to confirm his/her responses and be returned to the test site administrator for forwarding on a weekly basis to Real Estate in the original hard copy form.

The contractor shall provide appropriate notices to candidates who pass the exam but who, based upon their response(s) to one (1) or more screening questions, may not qualify for licensure. In these cases, items noted as Exhibits 5 and 7 shall be forwarded electronically by the contractor on a weekly basis to the State Contract Manager. The Mandatory Screening Question Response Sheet (Exhibit 10) shall be signed by the candidate to confirm his/her responses and be returned to the test site administrator for forwarding to the State Contract Manager in the original hard copy form. The Instruction Sheet for SQ candidates (Exhibit 8) shall be handed to the candidate at the test site.

The contractor also shall issue duplicate reports, such as the Pass Notice/License Application and Conditional Temporary Letter of Authority, within two (2) working days or as requested by the State Contract Manager. Duplicate score reports that are requested by a candidate who took the test shall be issued by the contractor to the candidate for a fee.

The contractor shall provide an unsuccessful candidate with a failure notice (Exhibit 9) that bears the candidate's electronic image. This failure notice must be resubmitted to the monitor at the test site upon retaking the examination.

The contractor shall forward to the State Contract Manager via electronic transmission the test results of passing candidates only, along with the disqualifying screening question responses and registration information provided by such candidates on the second working day after the administration of the examination. This data shall be provided in a format that meets file layout requirements through a method approved by the State Office of Information Technology (OIT). An example of the method could be, but is not limited to, "SFTP" (Secure File Transfer Protocol) (Exhibit 11).

The contractor shall issue additional written and/or computer accessible reports as requested by the State Contract Manager on an as needed basis.

The contractor shall provide to the State Contract Manager computer access to the data listed below on all candidates. This access must meet all DOBI and OIT security requirements.

- a) Name
- b) Home address
- c) Type of examination
- d) Date of most recent exam
- e) Number of times taken
- f) Pass/fail result
- g) Score on general real estate section
- h) Score on State law section
- i) Manner of test administration (electronic or otherwise specified)
- j) Test center at which exam was taken
- k) Social security number or other numeric personal identifier
- l) Date of birth

The contractor shall provide access to such information to the State Contract Manager electronically via the Internet. A monthly report containing such data on all candidates tested in the preceding month, in a format approved by the State Contract Manager, shall be transmitted electronically by the contractor to the State Contract Manager by the third business day of each month.

### **3.3.8 SUMMARY REPORTS OF RESULTS**

For all individuals tested, the contractor shall provide monthly summary reports (Exhibit 12) in a format agreed to between the contractor and the State Contract Manager.

For all candidates who took the examination for the first time, the contractor shall provide, on a monthly basis, summary reports sorted by real estate school attended. The reports shall be provided in a format similar to the report attached as Exhibit 12a.

The contractor shall also provide on a monthly basis, at the request of the State Contract Manager, summary reports sorted by the following Exhibits:

- 12b) Individual School Report
- 12c) Attendance and Score Roster
- 12d) Summary Report (Performance)
- 12e) Pass / Fail Roster
- 12f) Disqualifying Questions Report
- 12g) ARELLO Disciplinary Report

For all individuals who took the examination for the first time, the contractor shall provide, on a quarterly and annual basis, summary reports, sorted by school instructor. The reports shall be provided in a format similar to the report attached as Exhibit 12h.

These and other reports, including reports accessible via the Internet, shall be developed, maintained, and sent electronically by the contractor to the State Contract Manager as requested. The above noted monthly reports also shall be provided quarterly and/or annually upon request by the State Contract Manager.

### **3.3.9 TRAINING DOBI PERSONNEL**

The contractor shall provide individual training and written instructions for use by Real Estate management and licensing personnel regarding the operation of the examination result and CE credit record keeping and notification systems. The number of personnel to be initially trained shall not exceed fifteen (15). Initial training shall be administered at DOBI's designated location and shall commence upon awarding of the contract and, if necessary the implementation of the CE System. Scheduling shall be determined and agreed upon by the contractor and the State Contract Manager. The contractor shall provide additional training as directed by the State Contract Manager.

### **3.3.10 TECHNICAL REQUIREMENTS**

Upon request by the State Contract Manager, the contractor shall provide operating manuals related to the contractor's test result storage and reporting and CE credit storage and notification systems.

### 3.3.11 INFORMATION GATHERED FOR ELECTRONIC DATABASES

Real Estate contributes data to ARELLO concerning all persons who pass real estate license examinations. The contractor shall gather data from all candidates with regard to disqualifying responses and pre-registration information and forward this information on all passing candidates on the second working day of each month to ARELLO, using a format and communications medium agreed upon by the State Contract Manager and ARELLO.

The contractor shall share this information nationally with other real estate licensing authorities through ARELLO. The database shall be maintained by the contractor for a minimum of one (1) year.

### 3.3.12 NEW TYPES OF LICENSES

It is possible that the State Legislature may enact legislation during the term of this contract requiring the contractor to develop and administer new examinations.

DOBI and Real Estate reserve the right to alter the content and format of all forms used in the examination, administration, and license processing procedures at any time during the term of the contract.

### 3.3.13 RECORD RETENTION - OVERALL

When the contract concludes, the contractor shall give all records regarding applicants or licensees retained by the contractor and any state specific test questions to the new contractor or the State Contract Manager, as determined by the State Contract Manager.

The contractor shall maintain all electronic records for a minimum of five (5) years after the license examination date and a minimum of five (5) years after each continuing education course completion date.

### 3.3.14 FORMS

The State Contract Manager reserves the right to alter the text and/or format of all forms currently used in the administration of license examinations and the reporting of examination results. Representative samples of some of the forms are attached (Exhibit 13).

The State Contract Manager reserves the right to require the use by the contractor of additional forms or documents should it become necessary.

### 3.3.15 TELEPHONE ASSISTANCE AND OTHER SUPPORT

The contractor shall provide a State telephone exchange and/or toll free number and other means of communication and staff to respond to phone, electronic, or written inquiries from applicants and licensees related to the services provided by the contractor.

The contractor shall print telephone numbers and contact address, including e-mail address if applicable, on all communications from the contractor to the applicants or licensees. The contractor's telephones shall be staffed during regular business hours.

### 3.3.16 CONTINUING EDUCATION

Should legislation be enacted that requires Real Estate to create and maintain a CE credit system for some or all State real estate licensees as a condition for licensure renewal, the following shall be in order:

#### 3.3.16.1 REVISED SCOPE OF WORK

The contractor shall:

- a) Create, maintain, and provide State Contract Manager access to CE credit records of real estate licensees
- b) Electronically obtain CE credits earned by licensees from approved schools for recording and accumulating
- c) Maintain a database of all approved providers, courses, and instructors
- d) Maintain and update the database of all licensees
- e) Maintain cumulative credits for each licensee during the two (2) -year interim for CE requirements
- f) Provide internet access that requires a password to course records for each licensee
- g) Run licensee compliance reports every two (2) years
- h) Mail deficiency notices with or without a grace period

#### 3.3.16.2 REQUIREMENTS

The contractor's computer system shall record and tabulate CE credits earned by the licensees through attendance at Real Estate-approved seminars and/or courses. This system shall include the following:

- a) Licensee's name
- b) Licensee's reference number
- c) List of courses taken by the licensee
- d) Course number
- e) Date the licensee completed each course
- f) Number of credits earned for each course
- g) Total number of credits accrued by the licensee within the applicable licensing period.

The contractor shall notify all persons actively licensed on November 1st of the final year preceding the expiration of a license term and all persons actively licensed on March 1st of the year in which a license term is scheduled to expire of the number and type of CE credits earned by the licensee as of a date specified in the notice, which shall be no more than ten (10) days prior to the date of the notice. The notice shall also inform licensees of the number and nature of credits needed for license renewal. Notification shall be provided to the licensees at their business address. In addition, notification information shall be accessible to licensees on a web site maintained by the contractor.

The CE credit information maintained on the web site shall pertain to actively licensed persons and to all persons whose real estate licenses are inactive but who had:

- a) Renewed the license at the beginning of the current term,
- b) Reinstated an un-renewed license in the current term, or
- c) Been initially licensed as a salesperson, broker-salesperson, or broker in the current license term.

The web site shall contain a hyperlink to the web site maintained by DOBI. The indicator of that hyperlink shall be prominently displayed on the first page of the contractor's website that contains specific information relative to real estate license examinations. The contractor shall provide to the State Contract Manager the URL for the location on its website to which DOBI may provide a hyperlink.

### 3.3.16.3 CREDIT REPORTING

The contractor shall provide a report including, but not limited to, candidate, course, and hours, concerning the CE courses attended on a monthly basis to the State Contract Manager via electronic transmission in a format approved by the State Contract Manager.

The contractor shall make modifications and prompt updates to the CE credit database.

The contractor shall maintain the CE credit database in a secure environment that shall prevent unauthorized or improper additions or alterations being made to the information it contains.

### 3.3.16.4 CREDIT RECORD RETENTION

The contractor shall:

- a) Provide record keeping, reporting, and maintenance services for the CE credits as approved by the State Contract Manager.
- b) Develop procedures and a computerized system for tracking and maintaining additional educational data.
- c) The contractor shall maintain a database for all approved course providers and CE courses administered during the current licensing term and the immediately preceding license term. The following information shall be included in the course files:
  - 1) Provider codes
  - 2) Education course numbers
  - 3) Titles
  - 4) Instructors
  - 5) Courses completion dates
  - 6) Sponsoring organizations
  - 7) Whether the course was mandatory or elective
  - 8) Number of CE credits assigned per course
- d) The contractor shall develop and maintain individual CE credit records for each licensee. The file shall specify:
  - 1) Class
  - 2) Course or seminar taken by title and course number
  - 3) Provider code
  - 4) Completion date
  - 5) Whether the course was mandatory or elective
  - 6) Number of credits obtained.



- e) The contractor shall notify licensees at their business address, on a date or dates to be specified by the State Contract Manager, of the total number of CE credits required for renewal of their license, the type and number of credits obtained by the licensee since the commencement of the current license term, and the number and type (mandatory or elective) of credits needed for license renewal.
- f) The contractor shall submit weekly updates to the State Contract Manager via electronic transmission in a format approved by the State Contract Manager that contains the total number and type of credits obtained by each licensee since the license was last issued or renewed as of the date of the updated report.
- g) The contractor shall develop a CE credit databank for real estate salespersons, broker-salespersons, and brokers if, as a condition for renewal, such licensees would be required to obtain the required CE credits within a specified period. The contractor shall identify to the State Contract Manager those licensees who did not do so and who would not qualify for the renewal of their licenses.
- h) In the event of a change in the duration of the license term, the contractor shall adjust its actions and procedures with regard to the CE credit component of the contract as directed by the State Contract Manager.

The information described in this Section shall be updated on a weekly basis, be maintained electronically by the contractor, and be accessible via the Internet.

## 4.0 BID PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL – ALL BIDDERS

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.

Bid proposals shall not contain uniform resource locators (URLs), 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 – ALL BIDDERS

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP Signatory Page found at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.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 – ALL BIDDERS

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 and one (1) unbound, complete and exact copy** of the original proposal.

The bidder should submit **one (1) full, complete, and exact ELECTRONIC copy** 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 one (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 – ALL BIDDERS

The bid proposal should be submitted in one (1) volume and that volume divided into four (4) sections with tabs (separators). The contents should be located behind each tab, as follows:

- Section 1 - Forms (Sections 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Sections 4.4.4 – 4.4.5)
- Section 3 - Organizational Support and Experience (Section 4.4.6)
- Section 4 - Price Schedule (Section 4.4.7)

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL – ALL BIDDERS**

##### **4.4.1.1 SIGNATORY PAGE – ALL BIDDERS**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage found at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.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 – ALL BIDDERS**

Whether the bidder is a corporation, partnership, or sole proprietorship, the bidder must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to comply 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/09x20536.shtml>.

##### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER – ALL BIDDERS**

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 (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml>.

#### **4.4.2 PROOF OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL – ALL BIDDERS**

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE – ALL BIDDERS**

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 register with the Division of Revenue or obtain a copy of an existing Business Registration Certificate at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).

Section 1.1 of the Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml> contains additional information.

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

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION – ALL BIDDERS**

The bidder is required to complete the MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION – ALL BIDDERS**

The bidder is required to submit a copy of Certificate of Employee Information Report or a copy of a 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, the bidder must complete the Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. Report AA-302 is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml>.

##### **4.4.3.3 SOURCE DISCLOSURE CERTIFICATION FORM – ALL BIDDERS**

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

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml>. Section 7.1.2 of this RFP contains additional information.

##### **4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM – ALL BIDDERS**

All bidders should complete the Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml> to advise the State whether a subcontractor will be used 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/09x20536.shtml>.

##### **4.4.3.5 SUBCONTRACTOR UTILIZATION FORM – ALL BIDDERS**

If the bidder intends to use a subcontractor, the Subcontractor Utilization Form found at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml> should be completed and submitted with the bid proposal.

If requested by the State, the bidder must submit the Form within seven (7) business days of the initial request.

#### **4.4.3.6 SMALL BUSINESS SET-ASIDE CONTRACTS – ALL BIDDERS**

EVEN INCUMBENT CONTRACTORS AND/OR THOSE THAT HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM NEED TO BE SURE OF REGISTRATION WITH COMMERCE ON THE DAY OF BID RECEIPT AND OPENING UNDER THE SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE BIDDER MAY CALL COMMERCE AT (609) 292-2146 TO DETERMINE REGISTRATION STATUS.

This is a contract with set aside subcontracting goals for small businesses. All bidders should 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/09x20536.shtml>. Bidders intending to use subcontractors also should 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/09x20536.shtml>. Failure to submit the forms within seven (7) days of the State's request may result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact Commerce at (609) 292-2146.

#### **4.4.4 SEPARATE TECHNICAL PROPOSALS FOR EACH LICENSING AGENCY – ALL BIDDERS**

The bidder should submit a separate technical proposal covering Sections 4.4.5 through 4.4.7 for each DOBI agency for which the bidder is bidding. For example, if a bidder is bidding on Banking, it must provide a response to Sections 4.4.5 through 4.4.7 that addresses Banking. If the bidder is bidding on Banking and Insurance, the bidder should submit a proposal for Banking covering Sections 4.4.5 through 4.4.7 and a separate proposal for Insurance covering Sections 4.4.5 through 4.4.7. If a bidder is bidding on Banking, Insurance, and Real Estate, the bidder should submit a proposal containing Sections 4.4.5 through 4.4.7 for all three (3).

#### **4.4.5 TECHNICAL PROPOSAL – ALL BIDDERS**

The bidder should indicate for which of the three (3) functions it is bidding.

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in Section 3.0 Scope of Work. 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:

##### **4.4.5.1 MANAGEMENT OVERVIEW**

A bidder should submit a separate Management Overview for each of Banking, Insurance, and Real Estate depending on which of the three (3) the bidder intends to bid.

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.

#### **4.4.5.2 CONTRACT MANAGEMENT**

A bidder should submit a separate Contract Management Overview for each of Banking, Insurance, and Real Estate depending on which of the three (3) the bidder intends to bid.

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, and status reports.

#### **4.4.5.3 CONTRACT SCHEDULE**

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

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

#### **4.4.5.4 MOBILIZATION AND IMPLEMENTATION PLAN**

Not applicable to these procurements.

#### **4.4.5.5 POTENTIAL PROBLEMS**

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

#### **4.4.6 ORGANIZATIONAL SUPPORT AND EXPERIENCE – ALL BIDDERS**

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.

##### **4.4.6.1 LOCATION**

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder also should include the telephone number and name of the contact individual.

#### 4.4.6.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

#### 4.4.6.3 RESUMES

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

Resumes should:

- 1) Clearly identify the individual's previous experience in completing similar contracts.
- 2) Record beginning and ending dates for each similar contract.
- 3) Offer a description of the similar contract and demonstrate how the individual's work on the completed contract relates to the individual's ability to successfully contribute in providing the services required by this RFP.
- 4) Include the name, address, and telephone number of each reference with respect to each similar contract.

#### 4.4.6.3.1 BANKING

No additional requirement.

#### 4.4.6.3.2 INSURANCE

No additional requirement.

#### 4.4.6.3.3 REAL ESTATE

The individual(s) who would be assigned primary and direct responsibility for the efficient functioning of the administration of the examination component of this RFP should have a basic familiarity with the general concepts of the real estate brokerage business. This familiarity will be presumed for a person who either qualified for a real estate salesperson's or broker's license from one (1) or more states or holds a college degree with a concentration in real estate studies.

#### 4.4.6.4 BACKUP STAFF

The bidder should include a list of backup staff who 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 term of the contract.

#### 4.4.6.5 ORGANIZATION CHART (ENTIRE FIRM)

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

#### 4.4.6.6 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 (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

A bidder should submit separate experience information for each of Banking, Insurance, and Real Estate depending on which of the three (3) the bidder intends to bid.

#### 4.4.6.7 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 including a balance sheet, income statement, statement of cash flow, and all applicable notes for the two (2) most recent calendar years or the bidder's two (2) most recent fiscal years. 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. The 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.

#### 4.4.6.8 SUBCONTRACTOR(S)

Should the bidder choose to use a subcontractor and fail to meet the Small Business Subcontracting targets ([Notice to Bidders](#)), the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.



Should the bidder propose to use 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 who 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.

#### **4.4.7 PRICE SCHEDULE – ALL BIDDERS**

Each Price Schedule is attached to this RFP.

The estimated quantities per year provided on each Price Schedule are estimates only. There are no guaranteed minimum or maximum quantities.

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

##### **4.4.7.1 BANKING**

The bidder shall report prices for three (3) items:

1. Two (2) examination fees shall be submitted. The contractor must include in each of these two (2) examination fee amounts the cost for providing information to a national licensing database contractor to be determined.
  - a) One shall reflect the test fee related to the conducting of all licensing examinations without the inclusion of a CE credit program.
  - b) One shall reflect the test fee related to the conducting of all licensing examinations with the inclusion of a CE credit program.
2. Fee charged a candidate for one (1) copy of a duplicate pass/fail notice.

The contractor shall recoup all expenses and earn a profit through its charging and collection of testing fees. No contractor expenses incurred under this contract shall be borne by the State.

#### 4.4.7.2 INSURANCE

One (1) examination fee shall be submitted which includes the cost for providing information to the

- National Insurance Producer Registry
- DOBI's central licensing database maintained by the National Association of Insurance Commissioners
- Of any successor vendor or organization specified by the Department

The amount shall reflect the test fee related to the conducting of all licensing examinations in the Scope of Work with the inclusion of a CE credit program.

The contractor shall recoup all expenses and earn a profit through its charging and collection of testing fees. No contractor expenses incurred under this contract shall be borne by the State.

#### 4.4.7.3 REAL ESTATE

The bidder shall report prices for three (3) items:

1. Two (2) examination fees shall be submitted. The contractor must include in each of these two (2) examination fee amounts the cost (approximately \$1.50 per candidate) for providing information to ARELLO for the Disciplinary Action Databank.
  - c) One shall reflect the test fee related to the conducting of all licensing examinations in the Scope of Work without the inclusion of a CE credit program. (Item 1)
  - d) One shall reflect the test fee related to the conducting of all licensing examinations in the Scope of Work with the inclusion of a CE credit program. (Item 2)
2. Fee charged a candidate for one (1) copy of a duplicate pass/fail notice. (Item 3)

The contractor shall recoup all expenses and earn a profit through its charging and collection of testing fees. No contractor expenses incurred under this contract shall be borne by the State.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS – ALL BIDDERS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, 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 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml>.

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

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of each contract shall be for a period of three (3) years. The anticipated Contract Effective Date is provided on the Signatory Page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage,

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.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.

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

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

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract for delivery no more than forty-five (45) days after contract expiration.

### **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 ninety (90) 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 shall 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 supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

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

### 5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract, shall be and remain the property of the State and shall be delivered to the State upon thirty (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, the 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 the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract for cause in accordance with Section 3.5 of the Standard Terms and Conditions. If the contractor fails to perform any service or provide any commodity required under this contract, the Director may acquire such services or commodities from another source by any available means. The contractor shall be liable for any such additional cost. The contractor shall remit any such additional cost to the State within thirty (30) days of notice from the State.

## 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.

## 5.15 RETAINAGE

Not applicable to these procurements.

## 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)

Not applicable to these procurements.

### 5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

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

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

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex;
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## 5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

In the event of additional work and/or special projects, the contractor must present to the State Contract Manager a written proposal to perform the additional work. 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 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 price 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 it 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's Office of Management and Budget and Office of Information and Technology.

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

## 5.22 FORM OF COMPENSATION AND PAYMENT

Not applicable to these procurements.

### 5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to these procurements.

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

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml>.



### 5.23.1 PATENT AND COPYRIGHT INDEMNITY

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

#### 2.1 Patent and Copyright Indemnity

a) The contractor shall hold and save the State, 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 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 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.

### 5.23.2 INDEMNIFICATION

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

#### 2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State 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. The contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

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

### 5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

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

d) Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### 5.24 CONTRACT ACTIVITY REPORT

Not applicable to these procurements.

## **6.0 PROPOSAL EVALUATION – ALL BIDDERS**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

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

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

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

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

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

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

### **6.3 EVALUATION CRITERIA**

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

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

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

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

### **6.3.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Schedule located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/09x20536.shtml>.

### **6.3.3 BID DISCREPANCIES**

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

### **6.3.4 EVALUATION OF BID PROPOSALS**

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

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

Following the opening of bid proposals, the State, pursuant to N.J.S.A. 52:34-12(f), shall negotiate one (1) or more of the following contractual issues: the technical services offered, the terms and conditions, the price of a proposed contract award with any bidder, and/or a BAFO from one (1) or more bidders.

Initially, the Evaluation Committee shall 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. A revised technical proposal that does not continue to satisfy all mandatory requirements shall be rejected as non-responsive and the original technical proposal shall 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 shall 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 shall complete its evaluation and recommend to the Director for award that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

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

## **7.0 CONTRACT AWARD – ALL BIDDERS**

### **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 – 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 – A 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 ten (10) percent of the profits or assets of a business entity or ten (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) that person’s spouse or child residing in the same household if a business entity is a natural person,

##### **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 (4) 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 Procurement Specialist, the Certification and Disclosure Form within five (5) business days of the State’s request. Failure to submit the required forms shall preclude award of a contract under this RFP as well as future contract opportunities.

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

### 7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or designee shall review the disclosures submitted by the contractor 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. 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

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to 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 whether filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## 7.1.2 SOURCE DISCLOSURE CERTIFICATION 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 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/09x20536.shtml>.

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

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

### 7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

## 7.2 FINAL CONTRACT AWARD

A contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

## 7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

## 7.4 PERFORMANCE BOND

Not applicable to these procurements.



## **8.0 CONTRACT ADMINISTRATION – ALL BIDDERS**

### **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 number, and e-mail 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 whom 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**

A contract user unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

## Attachment 1

### Resume Format

Name:

Present Title:

Role for this Project: *Proposed role for the subject contract.*

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

Job A:

Employed from (month/year) to (month/year):

Title:

Employer name, phone number, fax number and/or e-mail address:

Employer address:

Specific Project A:

Customer name:

Current telephone number, fax number and/or e-mail address:

Brief project description:

Time period individual assigned to project:

Percentage of time on specific project (based on full days, five days per week):

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

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

Educational Background

School name (post-secondary education):

Location:

Type and date of degree received:

Specialized Training

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

References:

*Provide the following information for each of two (2) references.*

Name:

Position:

Current telephone number, fax number and/or e-mail address:

Relationship:

## APPENDIX 1

### INSURANCE CANDIDATE PRE-REGISTRATION FORM

#### NAIC UNIFORM APPLICATION BACKGROUND INFORMATION EFFECTIVE 1/1/2009

1. Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime? Yes \_\_\_ No\_\_\_

“Crime” includes a misdemeanor, felony, or a military offense. You may exclude misdemeanor traffic citations, or convictions involving driving under the influence (DUI) or driving while intoxicated (DWI), driving without a license, reckless driving, or driving with a suspended or revoked license, and juvenile offenses. “Convicted” includes, but is not limited to, having been found guilty by verdict of a judge or jury, having entered a plea of guilty or nolo contendere, or having been given probation, a suspended sentence, or a fine.

2. Have you ever been named or involved as a party in an administrative proceeding regarding any professional or occupational license or registration? Yes \_\_\_ No\_\_\_

“Involved” means having a license censured, suspended, revoked, canceled, or terminated; or, being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation, or surrendering a license to resolve an administrative action. “Involved” also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license. “Involved” also means having a license application denied or the act of withdrawing an application to avoid a denial. INCLUDE any business so named because of your actions in your capacity as an owner, partner, officer, director, or member or manager of a limited liability company. EXCLUDE terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.

3. Has any demand been made or judgment rendered against you or any business in which you are or were an owner, partner, officer, or director or member, or manager of a limited liability company, for overdue monies by an insurer, insured, or producer, or have you ever been subject to a bankruptcy proceeding? Do not include personal bankruptcies unless they involve funds held on behalf of others. Yes \_\_\_ No\_\_\_

4. Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement? Yes \_\_\_ No\_\_\_

5. Are you currently a party to, or have you ever been found liable in any lawsuit, arbitration, or mediation proceeding involving allegations of fraud, misappropriation or conversion of funds, or misrepresentation or breach of fiduciary duty? Yes \_\_\_ No\_\_\_

6. Have you or any business in which you are or were an owner, partner, officer, or director or member or manager of limited liability company ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct? Yes \_\_\_ No\_\_\_

7. Do you have a child support obligation in arrearage? Yes \_\_\_ No\_\_\_

If you answer yes,

a) By how many months are you in arrearage? \_\_\_\_\_Months

b) Are you currently subject to and in compliance with any repayment agreement?

Yes \_\_\_ No\_\_\_

c) Are you the subject of a child support related subpoena/warrant? Yes \_\_\_ No\_\_\_

**PRICE SCHEDULE - BANKING**

**Banking License Examinations, DOBI  
Bid Number 09-X-20536**

Refer to RFP Section 3.0 (Scope of Work) for task requirements and deliverables, Section 2.0 (Definitions) for a definition of "Firm, Fixed Price", and Section 4.4.7 (Price Schedule) for additional information regarding this Price Schedule.

Bidder's Name: \_\_\_\_\_

	Firm, Fixed Price	Contract Year 1			Contract Year 2			Contract Year 3		
		Estimated Exams* (a)	All-Inclusive Unit Price (b)	Sub-Total (a)(b)	Estimated Exams* (c)	All-Inclusive Unit Price (d)	Sub-Total (c)(d)	Estimated Exams* (e)	All-Inclusive Unit Price (f)	Sub-Total (e)(f)
Line Item 1	For Conducting Licensing Exam Services <u>Without</u> CE Credit Program	500	\$	\$	500	\$	\$	500	\$	\$
Line Item 2	For Conducting Licensing Exam Services <u>With</u> CE Credit Program	500	\$	\$	500	\$	\$	500	\$	\$

**PRICE SCHEDULE - BANKING**

**Banking License Examinations, DOBI  
Bid Number 09-X-20536**

<b>Total of Three (3) Contract Years From Line Item 1 <u>Without</u> CE Credit Program (Total Bid Price**)</b>	\$	
<b>Total of Three (3) Contract Years From Line Item 2 <u>With</u> CE Credit Program (Total Bid Price**)</b>	\$	

		Contract Year 1	Contract Year 2	Contract Year 3
<b>Line Item 3</b>	<b>Fee Charged a Candidate for One (1) Copy of a Duplicate Pass/Fail Notice (RFP Section 3.1.7)</b>	\$	\$	\$

Line Item 1 represents the estimated number of examinations for conducting licensing examination services without a continuing education credit program – this represents the present situation. Line Item 2 represents the estimated number should the State enact legislation requiring a continuing education credit program – this situation does not exist at present. The number of exams being bid in Line Items 1 and 2 are not additive; that is, for example, should the CE requirement be enacted immediately, the bidder should not expect the estimated number of exams in Year 1 to be 1,000.

\* Only for purpose of bidding

\*\* Price used to rank bids.

The contractor shall be paid monthly the firm, fixed price for testing and grading services times the number of examinations per respective month.

**PRICE SCHEDULE - INSURANCE**

**Insurance License Examinations and CE Record Keeping, DOBI  
Bid Number 09-X-20536**

Refer to RFP Section 3.0 (Scope of Work) for task requirements and deliverables, Section 2.0 (Definitions) for a definition of "Firm, Fixed Price", and Section 4.4.7 (Price Schedule) for additional information regarding this Price Schedule.

Bidder's Name: \_\_\_\_\_

		Contract Year 1			Contract Year 2			Contract Year 3		
	Firm, Fixed Price	Estimated Exams* (a)	All- Inclusive Unit Price (b)	Sub-Total (a)(b)	Estimated Exams* (c)	All- Inclusive Unit Price (d)	Sub-Total (c)(d)	Estimated Exams* (e)	All- Inclusive Unit Price (f)	Sub-Total (e)(f)
Line Item	For Conducting Licensing Exam Services With CE Credit Program	18,000	\$	\$	18,000	\$	\$	18,000	\$	\$

<b>Total of Three (3) Contract Years (Total Bid Price**)</b>	<b>\$</b>
--	-----------

\* Only for purpose of bidding

\*\* Price used to rank bids.

The contractor shall be paid monthly the firm, fixed price for testing and grading services times the number of examinations per respective month.

**PRICE SCHEDULE - REAL ESTATE**

**Real Estate License Examinations and Record Keeping, DOBI  
Bid Number 09-X-20536**

Refer to RFP Section 3.0 (Scope of Work) for task requirements and deliverables, Section 2.0 (Definitions) for a definition of "Firm, Fixed Price", and Section 4.4.7 (Price Schedule) for additional information regarding this Price Schedule.

Bidder's Name: \_\_\_\_\_

	Firm, Fixed Price	Contract Year 1			Contract Year 2			Contract Year 3		
		Estimated Exams* (a)	All-Inclusive Unit Price (b)	Sub-Total (a)(b)	Estimated Exams* (c)	All-Inclusive Unit Price (d)	Sub-Total (c)(d)	Estimated Exams* (e)	All-Inclusive Unit Price (f)	Sub-Total (e)(f)
Line Item 1	For Conducting Licensing Exam Services <u>Without</u> CE Credit Program	33,000	\$	\$	36,000	\$	\$	36,000	\$	\$
Line Item 2	For Conducting Licensing Exam Services <u>With</u> CE Credit Program	33,000	\$	\$	36,000	\$	\$	36,000	\$	\$



**PRICE SCHEDULE REAL ESTATE**

**Real Estate License Examinations and Record Keeping, DOBI  
Bid Number 09-X-20536**

<b>Total of Three (3) Contract Years From Line Item 1 <u>Without</u> CE Credit Program (Total Bid Price**)</b>	\$	
<b>Total of Three (3) Contract Years From Line Item 2 <u>With</u> CE Credit Program (Total Bid Price**)</b>	\$	

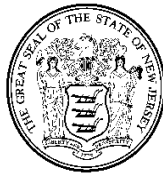
		Contract Year 1	Contract Year 2	Contract Year 3
<b>Line Item 3</b>	<b>Fee Charged a Candidate for One (1) Copy of a Duplicate Pass/Fail Notice (RFP Section 3.3.7)</b>	\$	\$	\$

Line Item 1 represents the estimated number of examinations for conducting licensing examination services without a continuing education credit program – this represents the present situation. Line Item 2 represents the estimated number should the State enact legislation requiring a continuing education credit program – this situation does not exist at present. The number of exams being bid in Line Items 1 and 2 are not additive; that is, for example, should the CE requirement be enacted immediately, the bidder should not expect the estimated number of exams in Year 1 to be 66,000.

\* Only for purpose of bidding

\*\* Price used to rank bids.

The contractor shall be paid monthly the firm, fixed price for testing and grading services times the number of examinations per respective month.



# 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  
*State Treasurer*

To: All Interested Bidders  
Date: September 10, 2008

Re: RFP # 09-X-20536  
Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Submission Due Date: October 9, 2008 (2:00 P.M.)

## ADDENDUM #1

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

Part 1: Answers to questions

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

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

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

**PART 1**

**Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Number 09-X-20536**

**Answers to Questions**

**Insurance**

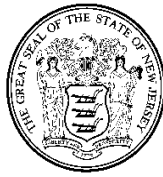
<b>#</b>	<b>Page #</b>	<b>RFP Section Reference</b>	<b>Question</b>	<b>Answer</b>
1.			Do you have a list with phone numbers for companies that offer the forty (40) hour required course for obtaining a public adjuster's license?	No.
2.			A. How does a firm become a State contractor for training? B. Is there a number assigned? C. What are the qualifications or paperwork that a firm would need to complete?	A. A firm becomes a State contractor by submitting a bid in response to an RFP and being awarded a contract. B. Once a firm is awarded a contract, a contract number is issued. C. The qualifications and required submissions and forms are described in the RFP.

**PART 2**

**Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Number 09-X-20536**

**Additions, Deletions, Clarifications, and Modifications to the RFP**

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# 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  
*State Treasurer*

To: All Interested Bidders

Date: October 01, 2008

Re: RFP # 09-X-20536

Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Submission Due Date: October 30, 2008 (2:00 P.M.)

## ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions

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

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

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

**PART 1**

**Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Number 09-X-20536**

**Answers to Questions**

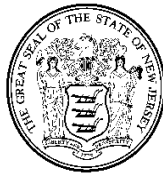
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**PART 2**

**Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Number 09-X-20536**

**Additions, Deletions, Clarifications, and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1			The bid submission due date is postponed from October 9, 2008 to October 30, 2008.



# 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  
*State Treasurer*

To: All Interested Bidders

Date: October 30, 2008

Re: RFP # 09-X-20536

Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Submission Due Date: November 14, 2008 (2:00 P.M.)

## ADDENDUM #3

The following constitutes Addendum #3 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions

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

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

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



**PART 1**

**Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Number 09-X-20536**

**Answers to Questions**

#	Page #	RFP Section Reference	Question	Answer
1.	Signatory Page/Cover Sheet	Item 17	This asks that bidders provide the number of days or weeks that delivery of requested products/services can be made after receipt of order from the State. Does this item need to be completed for this RFP?	No.
2.	Signatory Page/Cover Sheet	Item 19	Does this item need to be completed for this RFP?	No.
3.	Signatory Page/Cover Sheet	Item 24	This item asks bidders to provide their New Jersey Vendor Number. Is this the same as the "filing number" assigned to businesses registered with the State of New Jersey and assigned by the New Jersey Division of Revenue?	No. The bidder should ignore item 24 of the Signatory Page/Cover Sheet.
4.	Sub-contractor Set Aside Forms		Will bidders be evaluated on the ability to reach the goal of awarding 25% of the value of the contract to New Jersey-based, Commerce Commission-registered small businesses, or are bidders simply required to complete the forms and note whether they are able to meet the goals or state that they performed a good faith effort in trying to meet the goals?	Each bidder is required to make and document a good faith effort to meet the set-aside subcontracting targets as stated in the referenced form and complete the Notice of Intent to Subcontract form. Meeting the targets is one factor among many in the bid evaluation process.
5.	Sub-contractor Set Aside Forms		If this goal is part of the evaluation criteria, please state the weighting of this factor in the evaluation criteria if possible.	There is no quantitative weight to this factor.

6.	Sub-contractor Set Aside Forms		<p>A. Does the 25% subcontracting goal apply across all three separate contracts for Banking, Insurance, and Real Estate, or does the goal apply to the contract as a whole?</p> <p>B. Should the contractor supply this form for each contract on which they are bidding, if the contractor is bidding on more than one contract?</p>	<p>A. The subcontracting goal applies individually to each of Banking, Insurance, and Real Estate.</p> <p>B. Yes.</p>
7.	Sub-contractor Set Aside Forms		<p>The form states, "Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories."</p> <p>A. Does this mean that contractors must subcontract with at least three (3) different contractors?</p> <p>B. Will contractors lose points during the evaluation process or be disqualified if they don't meet the 5% minimum for each of the three (3) categories?</p>	<p>A. The bidder is required to make a good faith effort to do so.</p> <p>B. There is no quantitative weight to this factor. The bidder will not be disqualified for failing to meet the minimum for each of the three (3) categories as long as the bidder has documented its good faith effort to meet this goal. This RFP does not require bidders to use subcontractors.</p>
8.	7	1.2	<p>This indicates that the current mortgage broker contract is due to expire on December 31, 2008. Please confirm that DOBI intends to extend the current contract for several months to allow all contractors a reasonable amount of time to implement the licensing examination program and to ensure a fair procurement for all potential bidders.</p>	<p>The State may continue the contract for an additional period to ensure the contractor(s) has(have) time to implement the licensing examination program and for provision of services until a new contract is awarded.</p>

9.	7	1.2.1	How will the recent SAFE Act affect the mortgage exams?	The SAFE Act mandates the national testing of mortgage loan originators through the National Mortgage Licensing System ("NMLS"). Review of the implications of the SAFE Act and the required items that states must implement is under review. The Banking RFP anticipates the possibility of mortgage solicitor (mortgage loan originator) testing but is predominantly focused on the testing of supervisory individuals who are required under existing NJ law to be tested. It is not presently known whether there will be impacts on the testing requirements for the supervisory individual. Because the SAFE Act appears to require both national and state testing, it is possible that a state-specific exam for NJ may still need to be developed for mortgage loan originators. Whether this will be done by NJ or by the NMLS is not yet clear.
10.	7	1.2.1	Will the contractor need to develop an exam and then switch to the new national exam?	Given the SAFE Act requirements for the national test development by the NMLS, it is unlikely that NJ will pursue the development of a national component for mortgage loan originator testing. See the response to question #9 relative to potential state-specific testing.
11.	7	1.2.1	What is the projected volume for the new category?	Banking currently has approximately 24,000 registered mortgage solicitors that would be required to be tested as a condition of licensure under the SAFE Act. It is unknown how many of that 24,000 would elect to complete testing to become licensed. All new applicants would be required to be tested. The number of mortgage solicitors being registered or re-registered on a monthly basis is at least 500.
12.	8	1.2.3	<p>Trends indicate that approximately 300 candidates will take the mortgage banker/broker/lender exams each year.</p> <p>A. What is the current first time pass rate on these exams?</p> <p>B. What is the overall pass rate on these exams?</p> <p>C. Is there any seasonality to the candidate volume?</p> <p>D. Please provide candidate volume by month by testing location for the past twelve (12) months.</p>	<p>A. Current data does not differentiate between 1<sup>st</sup> time test-takers and repeat test-takers.</p> <p>B. Overall pass rates for total exams administered in calendar year 2007 were as follows: 104 Mortgage Banker/Broker exams passed – 34%, 20 Secondary Lender exams passed – 29%, and 106 Combined Mortgage Banker/Broker/Secondary Lender exams passed – 38%. For the most recent month, Aug., 2008, the same categories were: 4 MB/B – 36%, 0 SL – 0%, and 3 MB/B/SL – 33%.</p> <p>C. There is a slight decline in June and July.</p> <p>D. Current data does not include volume per site by month. Overall monthly volume for 2008: Jan. – 26, Feb. – 25, Mar. – 24, Apr. – 21, May – 25, Jun. – 17, Jul. – 18, and Aug. – 21. Overall monthly volume for Sep. - Dec. 2007: Sep. – 41, Oct. – 53, Nov. – 40, and Dec. – 36.</p>

13.	8	1.2.3	Based on the trends in the table, the annual mortgage volume is 300, but the pricing sheet indicates 500. Is there an anticipated increase for the beginning of the contract period?	The estimated numbers of exams in the Price Schedule are only for the purpose of bidding. Payment is based on the actual number of examinations.
14.	9	1.3	This indicates that the current insurance contract is due to expire on December 31, 2008. Please confirm that DOBI intends to extend the current contract for several months to allow all contractors a reasonable amount of time to implement the licensing examination program and to ensure a fair procurement for all potential bidders.	Refer to answer to question #8.
15.	10	1.3.3	Trends indicate that on average approximately 18,000 candidates take the insurance exams each year. A. What is the current first time pass rate on the insurance exams? B. What is the overall pass rate on the insurance exams? C. Is there any seasonality to the candidate volume? D. Please provide candidate volume by month by testing location for the past twelve (12) months.	A. The current first time pass rate for insurance examinations is 62%. B. The overall pass rate for insurance examinations is 54%. C. Insurance does not maintain data on testing center volume. D. Insurance does not maintain data on testing center volume.
16.	10 and 12	1.3.3 and 1.4	Trends indicate insurance volume at 19,000 and real estate at 12,000, which differ from the Price Schedule. Which is correct?	The estimated numbers of exams in the Price Schedules are best estimates and only for the purpose of bidding. Payment is based on the actual number of examinations.
17.	10	1.4	This indicates that the current real estate contract is due to expire on December 31, 2008. Please confirm that DOBI intends to extend the current contract for several months to allow all contractors a reasonable amount of time to implement the licensing examination program and to ensure a fair procurement for all potential bidders.	Refer to answer to question #8.
18.	11	1.4	Can school completion be submitted electronically instead of paper certificates submitted at the test centers?	Not at the present time, but after contract award consideration would be given to such a system as a contract modification. Bidders should bid with the understanding that submitting paper certificates will continue.

19.	11	1.4 Salesperson: b	This requires that "the candidate must submit to Real Estate a completed, stamped, and signed "School Certificate" at the test center". A. Is there a typo in this sentence? B. Should "to Real Estate" be deleted?	A. Yes B. Yes
20.	12	1.4	Trends indicate that on average approximately 12,000 candidates are expected to take the real estate exams in 2008. A. What is the current first time pass rate on the real estate exams? B. What is the overall pass rate on the real estate exams? C. Is there any seasonality to the candidate volume? D. Please provide candidate volume by month by testing location for the past twelve (12) months.	2007 Summary: A. ~ 67% Salesperson ~ 54% Broker B. ~ 85% Salesperson ~ 75% Broker C. There is a slight decrease in June and July. D. Current reports do not provide data per site per month. This information is not known at this time.
21.	12	1.4	This shows a chart that indicates roughly 12,000 examinations are expected to be administered in 2008 assuming an even distribution of exams throughout the year. The Price Schedule for Real Estate on Page 80 of the RFP indicates examination volumes of 33,000 - 36,000 for the term of the contract. These examination volumes appear to be inconsistent - please clarify.	The estimated numbers of exams in the Price Schedules are best estimates and only for the purpose of bidding. Payment is based on the actual number of examinations.
22.	12	1.5	What is the anticipated contract award date?	The anticipated contract award date is March 31, 2009 or earlier.
23.	21, 31, and 39	3.1.1, 3.2.1, and 3.3.1	For all programs, please verify the current fees for continuing education and testing.	All fees are presented on the website <a href="http://www.state.nj.us/treasury/purchase/pricelists.shtml">http://www.state.nj.us/treasury/purchase/pricelists.shtml</a> by searching with the term contract number and clicking on the respective term contract number: Banking (T2008), Insurance (T0543), and Real Estate (T0519).
24.	21, 31, and 39	3.1.1, 3.2.1, and 3.3.1	Are there fee caps associated with any program? If so, what are they?	No fee caps exist.

25.	22, 31, and 40	3.1.3, 3.2.3, and 3.3.3	For all programs, does the State currently own any exam items? If so, how many and in what format are they available?	For Real Estate, the State shares ownership of the state specific items. There are approximately 300 items in an electronic format. For Insurance, the producer licensing examination for each candidate is created from two (2) question banks. The first contains general line of authority questions and the second contains state-specific questions. Insurance and its contractor have contractually agreed that the state-specific questions are the property of DOBI. Each question is in a multiple choice format with one (1) correct answer and three (3) distracters. For Banking, Banking owns the NJ state-specific questions. An approximation of the total items is 150. The percentage on each test administered is approximately 60% state-specific and 40 % national. The programs are available in electronic format.
26.	22	3.1.3.d	This requires exams to include questions related to State statutes and regulations. A. Does DOBI own a bank of NJ-specific questions that will be made available to the successful contractor? B. If so, how many items are in the item bank? C. Will the items be provided with statistics?	A. Banking owns NJ state-specific questions that are available. B. For Banking, an approximation of the total items is 150. The percentage on each test administered is approximately 60% state-specific and 40% national. C. The transfer of data will be determined at a later date.
27.	22	3.1.4	Are the re-take rules pertinent when the volume for the mortgage examinations is too small to merit the creation of additional forms?	The re-take rules are required by current Banking regulations and must therefore be accommodated irrespective of the number of candidates being tested.
28.	23	3.1.4.f	This requires the administration of a special accommodations examination within seven (7) days. A. Please confirm that these are business days and not calendar days. B. Please indicate the number and type of ADA accommodations provided during the last twelve (12) months.	A. The seven (7) days are business days. These include any day that the contractor normally conducts exams. B. Banking has received no requests for ADA accommodations during the past twelve (12) months.
29.	23	3.1.4.i	This indicates the need to accommodate a national candidate population. Are contractors required to have a testing center network with testing locations in all fifty (50) states and the District of Columbia in order to meet this requirement?	No. To accommodate a national candidate population, geographically regionalized test centers are acceptable.

30.	24	3.1.4.j	This requires that candidates are tested within a fourteen (14) day period after registration. Please confirm that these are business days and not calendar days	These are business days, that is, any day the contractor normally conducts exams.
31.	25	3.1.6	This requires on-site security methods. "The materials used in and produced by such methods must be transferable to DOBI as a cross-reference that will uniquely identify the candidate." Please provide examples of the types of materials currently being provided to DOBI and/or additional information about the types of materials acceptable to DOBI.	Banking currently receives the original pass notice issued to a passing candidate from the candidate when he/she actually applies for a license. The pass notice is on chemically-treated, tamper proof paper that contains the candidate's photograph. Candidates are required to submit proof of identity at time of testing. At present, Banking does not receive duplicate copies or photocopies of such proof of identity presented. Such copies or other novel suggestions could be an additional means of confirming the identity of the candidate.
32.	26	3.1.7	This requires the collection of Social Security Numbers (SSN) or other personal identifier. Given the recent changes in many states to remove SSNs from applications and data storage, does DOBI anticipate any changes during the course of the contract to disallow the collection of SSNs?	There is no intention to make any changes that would disallow the collection of SSNs during the term of the proposed contract.
33.	32	3.2.3.d	This requires the inclusion of State-specific items on each examination. A. Does DOBI own a bank of NJ-specific questions that will be made available to the successful contractor? B. If so, how many items are in the item bank? C. Will the items be provided with statistics?	A. Insurance and its current contractor have contractually agreed that the state-specific questions are the property of DOBI. B. The number of state-specific questions varies by line of authority examination and is not readily available. C. The questions themselves will be transferred, but the transfer of data and the transfer method will be determined at a later date. Insurance anticipates the need for a test development session to be completed once the contract is awarded.
34.	32	3.2.3.g	This indicates that each test shall be designed to be completed within three and one-half (3½) hours. Will DOBI allow the contractor to administer the exams in a shorter period of time if it is supported by psychometric data and candidate testing durations specific to each examination?	Insurance believes that candidates should have sufficient time to complete their licensing examination without the added pressure associated with time constraints. Nevertheless, a reduction may be considered in the three and one-half (3½) hour exam time if supported by data after contract award and acceptance by Insurance of the shorter period of time. Bidders must bid with the intent to test for three and one-half (3½) hours.

35.	33	3.2.4.d	This identifies the number of permanent testing locations. Are contractors allowed to count testing centers in adjacent states near NJ state borders that provide convenient appointment access for NJ candidates toward meeting the required number of testing locations?	The contractor shall establish test administration centers in or near Newark, Trenton, Camden, and Atlantic City as well as other geographic locations as needed to provide reasonable access to candidates. The required centers near Newark, Trenton, Camden, and Atlantic City must be in New Jersey and within reasonable proximity to the stated locations. Insurance does not object to the contractor offering the New Jersey examinations at out of state locations, but these locations will not be considered New Jersey testing centers under the contract.
36.	33	3.2.4.j	This requires that candidates are tested within a fourteen (14) day period after registration. A. Please confirm that these are business days and not calendar days. B. Please indicate the number and type of ADA accommodations provided in the last twelve (12) months.	A. The contract requires candidates to be tested within seven (7) business days regardless of whether the candidate is requesting special accommodations under the ADA. B. The number and type of ADA accommodations is not available.
37.	35	3.2.6.e	This requires on-site security methods. "The materials used in and produced by such methods must be transferable to DOBI as a cross-reference that will uniquely identify the candidate." Please provide examples of the types of materials currently being provided to DOBI and/or additional information about the types of materials acceptable to DOBI.	Standard security methods used throughout the industry should be used under this contract. Insurance will evaluate the bidder's security methods during the evaluation process but does not want to influence the bidder's use of specific security methods.
38.	37	3.2.16.a	A. Please confirm that DOBI will do course and provider approvals, not the contractor. B. How many roster entries have been processed in each of the last three (3) years? C. How many credits have been recorded in each of the last three (3) years? D. How many CE classroom course schedules have been entered in each of the last three (3) years? E. Are you open to a procedure whereby rosters and schedules may only be submitted via the Internet?	A. DOBI assumes responsibility for the producer continuing education course approval process. The contractor shall not handle this process. B. Maintenance of the requested data is not required under the current contract and is not available. C. Maintenance of the requested data is not required under the current contract and is not available. D. Maintenance of the requested data is not required under the current contract and is not available. E. Insurance requires use of a web-based system for the reporting of course schedules and rosters. Other submission formats will not be considered.



39.	38	3.2.16.d	<p>A. Please confirm that transcripts will only show courses completed and not individual compliance status.</p> <p>B. Please confirm that there is not a requirement to calculate and report agent compliance with CE requirements.</p> <p>C. Please confirm that no mailings to agents are required.</p>	<p>A. The contractor will be responsible for creating the described continuing education (CE) transcript and reporting the credit total for each resident producer to the licensing database administrator.</p> <p>B. Compliance with CE requirements is determined by the licensing database and not the CE credit contractor. In the past, Insurance required the contractor to mail a CE transcript to each resident licensee but ceased this practice once access to an on-line transcript was established.</p> <p>C. Insurance does not anticipate a need to resume the yearly mailings.</p>
40.	38	3.2.16.e	What updates does DOBI expect to input into the contractor's system?	The updates mentioned in this section refer to the ability of Insurance to add newly approved providers and courses or update existing records.
41.	38	3.2.16.h	What individual ID number is used within the CE program?	The system uses the producer's New Jersey license reference number and the last name.
42.	39	3.3.2	<p>This requires the inclusion of State-specific items on each examination.</p> <p>A. Does DOBI own a bank of NJ-specific questions that will be made available to the successful contractor?</p> <p>B. If so, how many items are in the item bank?</p> <p>C. Will the items be provided with statistics?</p>	<p>A) Yes.</p> <p>B) Approximately 300.</p> <p>C) The transfer of data will be determined at a later date.</p>
43.	40	3.3.3.g	<p>This indicates that each test shall be designed to be completed within four (4) hours. Will DOBI consider modifying maximum time durations if it is fully supported by psychometric data?</p>	Real Estate believes that candidates should have sufficient time to complete their licensing examination without the added pressure associated with time constraints. Nevertheless, a reduction may be considered in the four (4) hour exam time if supported by data after contract award and acceptance by Real Estate of the shorter time. Bidders must bid with the intent to test for four (4) hours.
44.	41	3.3.4.e	<p>This requires the administration of a special accommodations examination within seven (7) days.</p> <p>A. Please confirm that these are business days and not calendar days.</p> <p>B. Please indicate the number and type of ADA accommodations provided in the last twelve (12) months.</p>	<p>A. Business Days would include any day that the contractor normally conducts exams.</p> <p>B. The number and type of ADA accommodations provided in the last twelve (12) months are not available.</p>

45.	42	3.3.4.f	This identifies the number of permanent testing locations. Are contractors allowed to count testing centers in adjacent states near NJ state borders that provide convenient appointment access for NJ candidates toward meeting the required number of testing locations?	The contractor shall establish test administration centers in or near Newark, Trenton, Camden, and Atlantic City as well as other geographic locations as needed to provide reasonable access to candidates. The required centers near Newark, Trenton, Camden, and Atlantic City must be in New Jersey and within reasonable proximity to the stated locations. Real Estate does not object to the contractor offering the New Jersey examinations at out of state locations, but these locations will not be considered New Jersey testing centers under the contract.
46.	43	3.3.6	This requires on-site security methods. "The materials used in and produced by such methods must be transferable to DOBI as a cross-reference that will uniquely identify the candidate." Please provide examples of the types of materials currently provided to DOBI and/or additional information about the types of materials acceptable to DOBI.	All candidates must present a photo ID prior to testing along with other completed documents that are officially signed and/or stamped by the Real Estate Commission or approved school and instructor. Score reports are received from each candidate on security paper with a photo taken at the testing center upon completion of the test.
47.	44	3.3.7	This requires the collection of Social Security Numbers (SSN) or other personal identifier. Given the recent changes in many states to remove SSNs from applications and data storage, does DOBI anticipate any changes during the course of the contract to disallow the collection of SSNs?	Real Estate does not anticipate any changes at this time, but during the span of this contract the development of such a system may be considered.
48.	50	4.4	This notes that the bid proposal should be submitted in one (1) volume. On page 53, Section 4.4.4, it is noted that the bidder should submit a separate technical proposal covering Section 4.4.5 through 4.4.7 for each DOBI agency. Does this mean that you would like to see bids for multiple DOBI agencies in one (1) complete document that has Sections 2, 3, and 4 subdivided by agency, or does it mean that you would like to see totally separate proposals for each agency?	Please submit bids for multiple DOBI agencies in one (1) complete document that has Sections 2, 3, and 4 subdivided by agency.

49.	55	4.4.6.3	The RFP asks each resume to list clients and contact information with brief descriptions. Since we have multiple supervisors working on each project for redundancy, this will make for long resumes. Would a summary line item on each resume fulfill this requirement if a comprehensive reference is also provided?	Yes.
50.	55	4.4.6.3.4	It is sometimes not possible for personnel who have no direct personal contact with clients to provide client references with their resumes. Is it possible for bidders to note on the resumes of non-client-facing personnel that the individual does not have direct client contact, and cannot supply a client reference who could address the individual's performance on the project directly?	Yes.
51.	57 and 58	4.4.7.1.1.b and 4.4.7.3	These require contractors to provide test fees related to conducting examinations with and without the inclusion of a CE credit program. A. To provide for some financial relief to those just entering the field, is DOBI open to proposals that require separate fees for the CE credit program, as long as those fees are not borne by DOBI? B. If so, how should contractors reflect those charges in the pricing schedules?	A. No. B. The Price Schedule shall not be altered.
52.	58	4.4.7.2	This requires contractors to provide test fees related to conducting examinations with the inclusion of a CE credit program. This requirement is essentially asking new licensees (and potentially failing candidates) to fund a CE program for all licensees and increases test fees. A. Is DOBI open to proposals that require separate fees for the CE credit program, as long as those fees are not borne by DOBI? B. If so, how should contractors reflect those charges in the pricing schedules?	A. No. B. The Price Schedule shall not be altered.

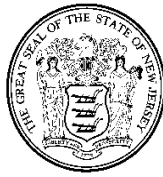
53.	58	4.4.7.3	Please verify that the ARELLO fee is correct (\$1.00 testing plus \$0.50 databank check).	These fees are correct for both first time candidates and repeats.
54.	59	5.3	With regard to the transition period, what timeline would be considered acceptable to DOBI given the short time between proposal submission and contract end?	The State may continue the contract for an additional period of up to ninety (90) days through March 31, 2009.
55.	61	5.8	Please confirm that it is not DOBI's intention to claim ownership of the successful contractor's proprietary examination content, examination delivery applications, CE credit management programs, etc.	Refer to the third paragraph of Section 5.8 Ownership of Material of the RFP.
56.	67	6.1	Please provide the names of the individuals who will serve on the evaluation committee.	Names will become public, upon request, at the time that letters of intent to award are mailed.
57.	67	6.3	A. Has DOBI assigned specific weights to each of the evaluation criteria in this section? B. If so, can this information be provided to contractors?	A. and B. Yes, but the weights only will become public, upon request, at the time that letters of intent to award are mailed.
58.	67	6.3	Can DOBI provide the weighting of the evaluation criteria listed?	Refer to answer to question #57.
59.	67	6.3.1	What weight has been assigned to the Technical Evaluation Criteria?	Weights will become public, upon request, at the time that letters of intent to award are mailed.
60.	68	6.3.4	When will award be made? When will a contract be signed? When can work begin?	The State expects that an award will be made and contract signed by December 31. Work can begin the following business day.
61.	77-81	Price Schedules	Can multiple pricing options be presented reflecting the inclusion of one (1), two (2), or all three (3) examination programs?	The State intends to award three (3) contracts as stated in Section 1.1 Purpose and Intent – All Bidders of the RFP. The Price Schedules shall not be altered.
62.	77-81	Price Schedules	Is DOBI open to "package" pricing where unit prices would be quoted for combinations of two or three bid awards?	No. Price Schedules shall be completed as presented; they shall not be altered.
63.	77-81	Price Schedules	Is DOBI open to services and fees outside of what is specified in the RFP?	No.

PART 2

**Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Number 09-X-20536**

**Additions, Deletions, Clarifications, and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	11	1.4 Salesperson: b)	In the third line, delete "to Real Estate".
2	50	4.3	In the first paragraph, second sentence, the number of copies of the bid proposal to be submitted has been increased from ten (10) to fifteen (15). The second sentence shall read, "The bidder should submit <i>fifteen (15)</i> full, complete, and exact copies and one (1) unbound, complete, and exact copy of the original proposal."



# 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  
*State Treasurer*

To: All Interested Bidders  
Date: October 24, 2008

Re: RFP # 09-X-20536  
Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Submission Due Date: November 14, 2008 (2:00 P.M.)

## **ADDENDUM #4**

The following constitutes Addendum #4 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions

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

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

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

Note that Addendum #3 has not yet been issued.

**PART 1**

**Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Number 09-X-20536**

**Answers to Questions**

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**PART 2**

**Banking, Insurance, and Real Estate License Examinations and Selected Services, DOBI  
Bid Number 09-X-20536**

**Additions, Deletions, Clarifications, and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1			The bid submission due date is postponed from October 30, 2008 to November 14, 2008.