



State of New Jersey

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

RICHARD J. CODEY
Acting Governor

JOHN E. McCORMAC, CPA
State Treasurer

June 9, 2005

TO: All Potential Bidders

RE: RFP # 06-X-37993
RFP Title: Credit Card Processing System for MVC

a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.

b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.

Enclosed please find a complete set of bid documents for the above-referenced solicitation. The following are the key dates for the project:

Date	Time	Event
06/24/05	10:00 AM	Mandatory Pre-Bidders' Conference (Refer to RFP Section 1.3.3 for more information)
07/21/05	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.4 for more information)

All questions concerning the RFP contents and the bidding process must be directed to the following e-mail address: kevin.moore@treas.state.nj.us

ATTENTION VENDORS

Vendor Information and Bidding Opportunities

The Purchase Bureau maintains a bidders' mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders' mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders' mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders' mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.

	STATE OF NEW JERSEY REQUEST FOR PROPOSAL	BID NUMBER: 06-X-37993	
	FOR: Credit Card Processing System for MVC	TERM CONTRACT #: T-2366 REQUESTING AGENCY: Motor Vehicle Commission	
	ESTIMATED AMOUNT: N/A CONTRACT EFFECTIVE DATE: 09/01/05 CONTRACT EXPIRATION DATE: 08/31/10 COOPERATIVE PURCHASING: NO SET ASIDE: SEE RFP SECTION 4.4.1.6	<i>DIRECT QUESTIONS CONCERNING THIS RFP TO:</i> E-MAIL ADDRESS: kevin.moore@treas.state.nj.us	

TO BE COMPLETED BY BIDDER:

Firm Name: _____

Address: _____

PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 07/21/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.**
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF N/A
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE ON FRIDAY, JUNE 24, 2005 AT 10:00 AM IN THE BIDDERS' CONFERENCE ROOM, 9TH FLOOR, 33 WEST STATE ST., TRENTON, NJ. SITE VISITS ARE NOT APPLICABLE.
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

ADDITIONAL REQUIREMENTS

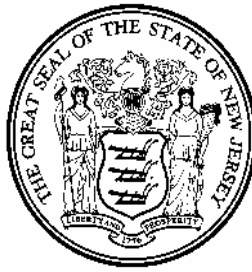
10) THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND SHALL SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL. (SEE N.J.S.A. 52:32-44). 11) PERFORMANCE SECURITY: \$2,000,000.00 13) AN AFFIRMATIVE ACTION FORM (ATTACHMENT 3 OF RFP) 15) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP	12) PAYMENT RETENTION N/A 14) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHMENT 2 OF RFP)
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TO BE COMPLETED BY BIDDER

16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.	18) BIDDER PHONE NO: _____
17) CASH DISCOUNT TERMS (SEE RFP) _____%, _____ DAYS: NET _____ DAYS.	20) BIDDER E-MAIL ADDRESS: _____
19) BIDDER FAX NO. _____	22) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



Bid Number: 06-X-37993

**REQUEST FOR PROPOSAL FOR:
CREDIT CARD PROCESSING SYSTEM
FOR MVC**

Date Issued: 6/09/05

Purchasing Agency
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency
State of New Jersey
Motor Vehicle Commission

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Motor Vehicle Commission.

The purpose of this RFP is to solicit bid proposals to engage a contractor to provide credit card processing services for the New Jersey Motor Vehicle Commission (MVC).

The expected services are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

1.2 BACKGROUND

MVC collects close to \$900 million annually for all the services [in-person, mail, telephone, Internet and Interactive Voice Response (IVR)] it delivers to the motoring community. Currently, use of credit cards is limited to Internet and/or IVR service channels for surcharge payments, registration renewals and abstract requests. The MVC wants to expand credit card offerings to include telephone, mail and in-person transactions. In-person business will be conducted at locations such as MVC Agencies, Regional Service Centers, and MVC Headquarters to process transactions such as International Registration Plan (IRP) registration renewals, and business licenses payments. Beyond the customer service benefits of this change, the ability to collect credit card fees in-person will also improve security by reducing cash transactions.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions must be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: kevin.moore@treas.state.nj.us

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

1.3.1.1 QUESTION PROTOCOL

Questions must be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A **Mandatory** Pre-Bid Conference has been scheduled for this procurement. The cut-off date for submission of questions will be the date of the **Mandatory** Pre-Bid Conference. While all questions will be entertained at the **Mandatory** Pre-Bid Conference, it is strongly urged that questions be submitted by e-mail prior to the **Mandatory** Pre-Bid Conference. Written questions must be e-mailed to the Purchase Bureau buyer. It is requested that vendors having long, complex or multiple part questions submit them as far in advance of the **Mandatory** Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the **Mandatory** Pre-Bid Conference.

1.3.2 SITE VISITS

Not applicable to this procurement.

1.3.3 MANDATORY PRE-BID CONFERENCE

The date, time and location of the Mandatory Pre-Bid Conference are as follows:

Date: June 24, 2005
Time 10:00 AM
Location Purchase Bureau Bidders' Conference Room
33 W. State St., 9th Floor
Trenton, NJ 08625

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be formalized by an addendum to this RFP. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.4 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 RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE:	July 21, 2005
TIME:	2:00 PM Eastern Time
LOCATION:	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml

1.3.5 DOCUMENT REVIEW

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 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.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

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

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

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

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

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

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

2.1 STANDARD DEFINITIONS

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

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 contractor is the bidder awarded a contract.

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.

May - Denotes that which is permissible, not mandatory.

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

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

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

Should - Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 5.2, 5.2.1, 5.2.2 and 5.2.3.

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

Using Agency - The entity for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

ACH – The Automated Clearing House (ACH) network is a nationwide, wholesale electronic payment and collection system. It is a method of transferring funds between banks via the Federal Reserve System. It is used by most, but not all, financial institutions.

Authorization – Request to charge a cardholder. An authorization code is the approval code which verifies the availability of funds in the cardholder's account with which to make the purchase.

Card-not-present - A merchant environment where the cardholder (and the card) is not physically present at the time of purchase. Typical card-not-present transactions take place in businesses focused on mail order/telephone order, business to business, and Internet-based transactions.

Card-present - A situation where the cardholder (and the card) is physically present at the time of purchase. Card-present transactions account for the majority of credit card transactions in the world and are accounted for by traditional retailers (e.g. gas station or restaurant) and all other situations where the cardholder is present at the time of purchase.

Debit Card - Payment card whose funds are withdrawn directly from the cardholder's designated banking account at the time of sale (online debit) or after the batch settlement occurs (off-line debit).

Delayed Settlement - A two-phase process that utilizes an authorization transaction and a delayed capture transaction to process customer orders.

DLN - Driver License Number

GSN – Garden State Network: The wide area network maintained by the State Office of Information Technology (OIT) that connects New Jersey State offices.

Merchant – A retailer, or any other entity (pursuant to a Merchant Agreement), that agrees to accept credit cards, debit cards, or both. For the purpose of this RFP, MVC is the merchant.

Merchant Accounts – An account opened through a bank that is a member of the Visa, MasterCard, or other credit card network which allows merchants to accept credit cards from purchasers. The funds are then transferred electronically to the merchant's bank account.

Merchant Acquirer – A bank that has entered into an agreement with a merchant to process bank card transactions. The merchant acquirer issues merchant accounts for the acceptance of credit card transactions.

MVC – Motor Vehicle Commission.

MVC Headquarters – MVC's central administrative office located at 225 East State St., Trenton, NJ 08666.

NACHA – NACHA, the Electronic Payments Association, represents more than 12,000 financial institutions through direct memberships and a network of regional payments associations, and 650 organizations through its industry. NACHA develops operating rules and business practices for the Automated Clearing House (ACH) Network and for electronic payments in the areas of Internet commerce, electronic bill and invoice presentment and payment (EBPP, EIPP), e-checks, financial electronic data interchange (EDI), international payments, and electronic benefits transfer (EBT).

Offline Debit Cards – Cards usually look like a credit card and resemble a credit card transaction. The merchant's terminal reads the cardholder's card, identifies it as a debit rather than a credit card and creates a debit against the cardholder's bank account after the batch settlement occurs. These cards do not require a personal identification number (PIN) and have no line of credit.

OIT – Office of Information Technology. The State control agency for technology in New Jersey, which runs the State's data centers, web presence, and statewide communications.

Online Debit Cards – Cards that are usually enhanced Automated Teller Machine (ATM) cards that require a (PIN) and work the same as they would in an ATM transaction. It is an immediate electronic transfer of money from the cardholder's bank. To access the account, the cardholder must enter a personal identification number (PIN) as with an ATM.

Payment Processing System - The software and mechanics required to process card payments once credit/debit card information is transmitted from the merchant's site (MVC-point of-sale location or MVC web

application). The steps included are card authorization and transaction settlement (clearance and settlement).

Point-Of-Sale (POS) Location – An MVC physical location that will process card-present transactions. Each location will have unique merchant accounts for the processing of MasterCard/VISA, American Express and Discover credit cards. In most instances, several POS stations will be installed at a POS location.

POSS – Point-of-Service Software (also referred to as Point-of-Sale Software) is used by a wide variety of industries and business owners to record and manage daily customer, employee, and inventory activity. Some examples of point-of-service activities include real-time tracking of customer purchases, returns/credits, employee activity, inventory, orders, and more.

POS Station – A POS station consists of one POS terminal and one POS receipt printer.

Settlement - The process by which transactions with authorization codes are sent to the processor for payment to the merchant. Settlement is an electronic bookkeeping procedure that causes all funds from captured transactions to be routed to the merchant's acquiring bank for deposit.

Virtual Terminal – The use of software, in this case a web page, to simulate POS equipment functionality via a standard computer and web browser. This method completely eliminates the need to purchase POS equipment. The virtual terminal is widely used for processing mail and telephone credit card transactions.

3.0 SCOPE OF WORK

The proposed system must be capable of processing VISA (including offline VISA debit cards), MasterCard, Discover and American Express credit cards and bank issued debit (ATM) cards. All credit card authorizations shall be processed real-time over the Internet. MVC's service channels will be POS, telephone, mail, Internet and Interactive Voice Response (IVR) applications. Other initiating applications and platforms may include kiosks, wireless devices and client-server applications.

The contractor must provide POS terminals and receipt printers (POS stations).

The contractor shall provide:

- All aspects of a software only solution for 'card-not-present' transaction processing such as would be used for a web based application.
- Virtual terminal functionality for processing telephone and mail card-not-present credit card transactions.
- Software configuration and integration services, at an hourly rate, to integrate the contractor's credit card processing software and processes into 'card-present' solutions.
- A train-the-trainer approach to training ten (10) MVC employees to be proficient in the use of any and all contractor-provided software and hardware.
- Installation and support services for all purchased POS hardware.

3.1 CREDIT CARD PROCESSING

3.1.1 PAYMENT PROCESSING SYSTEM

3.1.1.1 PAYMENT MECHANISMS

VISA, MasterCard, Discover and American Express shall be permissible as credit card payment mechanisms. A VISA (offline) debit card shall also be a permissible payment method.

The contractor shall process bank issued (online) debit cards. This functionality shall have a separate price line and will only be implemented upon the State ordering it. Upon initial system implementation, the contractor's system shall be capable of providing this service though MVC may elect not to use it. Once ordered, this service shall be implemented without delay for development purposes and at the cost provided in the contractor's proposal.

3.1.1.2 PAYMENT PROCESSING

All credit/debit card transactions must be processed via the web.

The contractor must provide payment gateway services between MVC and the card-issuing bank.

The payment processing system shall accommodate delayed settlement.

The contractor must also be the merchant acquirer and provide the ability to process all MVC card transactions through the card networks and then deposit the funds to State identified bank accounts via wireless transfer or ACH ([Section 3.1.3](#)).

3.1.1.3 MESSAGE TRANSMISSION

A credit card transaction call shall be originated either by a client piece of software (POS station), typically on a Windows or Linux based platform, or a server based J2EE or .NET common component which aggregates client requests. This component must be written in Java J2EE.

Authorizations shall be provided for all transactions.

3.1.1.4 FRAUD DETECTION METHODS / ADDRESS VERIFICATION SERVICE (AVS)

The payment processing system shall include AVS in which the address provided by the customer at the time of purchase, during a card-not-present purchase, is matched against the customer's credit card billing address. The contractor shall charge the per transaction cost in its bid proposal for this service. However, the MVC may opt not to use this service at which time no charges shall be incurred.

The payment processing system must contain Card Verification Codes; security codes of extra digits imprinted on the back of the card and embedded in the card's magnetic stripe.

3.1.1.5 PERFORMANCE AND AVAILABILITY

All transactions shall be processed through the Garden State Network (GSN) and over the Internet in real-time. The payment processing system shall support a credit card authorization response time not to exceed three (3) seconds 95% of the time during MVC business hours, which are Monday through Thursday from 8:00am to 8:30pm, Friday 8:00am to 5:30pm, Saturday from 8:00am to 1:00pm, except State holidays (Exhibit A). Response time is defined as the elapsed time a transaction takes to travel from MVC's network infrastructure through the Internet to the contractor's financial processing center and back to the MVC network with a return of "approved" or "declined".

The payment processing system must be up 99.95% of the time. Should the payment processing system not be available, liquidated damages shall be assessed in accordance with the terms set forth in [Section 3.7](#).

The payment processing system must be available twenty-four (24) hours per day, seven (7) days a week.

3.1.1.6 TEST SYSTEM

The contractor shall provide a payment processing test system such that MVC can submit test data to determine that the system is working properly. The payment processing test system must function in conjunction with the live system without stopping, or interrupting, the processing of real transactions.

3.1.1.7 PAYMENT PROCESSING SYSTEM SUPPORT

The contractor must provide support for any payment processing system problems. The contractor must provide a staffed, toll-free telephone number for support during business hours of, Monday through Thursday from 8:00am – 8:30pm, Friday from 8:00am – 5:30pm, Saturday from 8:00am – 1:00pm, except State Holidays (Exhibit A).

3.1.2 MERCHANT ACCOUNTS REQUIREMENTS

The contractor shall establish merchant accounts as necessary. The State, at a minimum, will need fifty-one (51) merchant accounts for the initial implementation. There will be one (1) merchant account for each MVC Agency, Regional Service Center and Headquarters (Exhibit E). More merchant accounts will be necessary should the MVC add locations or implement a wireless solution.

There shall be no charge at any time to the State for merchant account establishments.

The State requires a three-tiered merchant numbering system for MasterCard/Visa merchant accounts which must be composed of the following elements:

- the highest tier will identify the contracting entity (the State)
- the next level will identify MVC as a State agency
- the lowest level will identify each MVC location and a unique number for each transaction type when required. (A default number will be created if a transaction type is not required.)

The identifying merchant numbers will be carried on all documentation created throughout the term of the contract including use on bank statements, bank analyses, invoices, settlements and other related reports and extracts (Exhibit B) as produced by the contractor's system.

3.1.3 FUNDS TRANSFERS, CHARGEBACKS, VOIDS AND CREDITS

Credit (funds ready for investment) must be provided to the State within 48 hours of the transaction date.

The contractor must make deposits to the depository bank identified by the State.

All account credits, identified by merchant number, must be made by either wire transfer or ACH credit to the State's depository account. The source of the ACH credit must be printed on the deposit bank statement to identify the originator. ACH transfers must be in an NACHA-approved format.

Authorized employees must have the ability to void and credit transactions. The system must provide the ability for up to seven (7) centrally located employees (MVC Headquarters) to process voids and credits for **all** merchant accounts. At MVC Agency, Regional Service Center and Headquarters POS locations, authorized voids and credits shall require supervisory approval and/or over-ride. This supervisory functionality shall be limited to five (5) employees per merchant account.

In order for MVC employees to search the contractor's database of credit card transactions to process voids and credits, the contractor's POS software must include two (2) alphanumeric comment data fields for MVC use. These fields will be populated with MVC specific information for storage in the contractor's database

The State shall not be liable for any costs associated with cardholder non-payment all of which shall be borne by the contractor.

The State shall not be liable for any costs associated with credit cards used fraudulently all of which shall be borne by the contractor.

3.1.4 END-OF-DAY SETTLEMENT

The processor settlement time frame for all credit card transactions shall take place at midnight every day, Eastern Time (EST).

MVC employees' daily closeout process at POS locations will include obtaining total funds collected by credit card type at each terminal. The contractor's system must provide in hardcopy or electronic copy a daily reconciliation of the total funds collected itemized by credit card for each POS station. MVC employees will use these totals to reconcile totals on a different, non-contractor provided computer application.

3.1.5 RECORDS RETAINAGE

The contractor shall retain complete records of all transactions for the length of the contract and one (1) additional year as backup in settlement of potential disputes. All records shall be subject to audits at a frequency and location at MVC's discretion.

3.1.6 INVOICING MVC

The contractor shall directly invoice MVC once a month for all monthly costs to include discount rate costs, credit card costs/transactions, and gateway processing costs. Invoices must contain sufficient information for reconciliation purposes. MVC will work with the contractor to identify attachments and develop a format for the monthly invoice that is satisfactory to both parties. However, all credit/debit brand cards (Master Charge, Visa, Discovery, American Express, etc.) shall be included on the one monthly invoice. Separate invoices for each card shall not be allowed. Netting of card processing costs against receipts shall not be acceptable. Invoices shall be subject to an audit of charges prior to the approval of payment.

3.2 SERVICE CHANNELS

The payment processing system shall process payment transactions initiated by applications and platforms to include a virtual terminal for telephone and mail transactions, Intranet or Internet-based applications, kiosks, point-of-sale and wireless devices, or client-server applications. Applications that may use these credit card services in a card-not-present mode include Java, J2EE, .NET, Perl, ASP, and client-server applications with published credit card interface points.

3.2.1 POINT-OF-SALE (POS)/CARD PRESENT

3.2.1.1 EQUIPMENT

A. Equipment Components

- All components must be new and not refurbished.
- The contractor shall provide POS stations consisting of a terminal and a printer.
- All contractor provided equipment and software must work with the existing MVC hardware, software and network. Hardware and software specifications are contained in Exhibit G. Network configuration is contained in Section 3.2.1.3.

B. Terminal

- The terminal must contain a magnetic stripe reader that reads tracks 1 and 2.
- MVC customers will be asked to swipe their credit/debit cards through the terminals. Therefore the contractor shall fix mount all terminals in such a manner that they are readily accessible to the customer, but may be swiveled around so they can be used by the MVC agent if necessary. Most terminals shall be mounted to the countertops. Some terminals will require vertical mounting to a wall. The number of vertical mounts needed and the locations where they are needed can be found in Exhibit E. The contractor shall provide any special brackets needed to meet these requirements.
- The contractor's software that controls the terminal must operate in Windows 2000 and XP based environments.
- The terminal must support USB connectivity.

C. Receipt Printer

- The POS receipt printer shall include a low paper indicator.
- The POS receipt printer shall include a drop-in paper change process with no threading.
- The printer must support USB connectivity.

D. Warranty and Repair

- All hardware and software components of the POS equipment shall have a three (3) year warranty from time of acceptance by the State Contract Manager.
- The warranty shall include a four (4) MVC business hour response time. The contractor shall respond to all calls to repair or replace defective equipment within four (4) MVC business hours for the location reporting the problem. See exhibit E for location business hours. Failure to repair the equipment within twenty-four (24) hours may, at the discretion of the State, result in an assessment of liquidated damages according to [Section 3.7](#). For purposes of this RFP, the twenty-four (24) hour repair time shall be considered the period of time from the time the problem is reported until the same time of the next business day.
- The contractor must provide a toll-free telephone number for equipment problem resolution. Support shall, at a minimum, be available during MVC business hours, Monday through Thursday from 8:00am – 8:30pm, Friday 8:00am – 5:30pm, Saturday from 8:00am – 1:00pm, except State holidays (Exhibit A). A pager system is acceptable, however, all calls shall be returned within one (1) hour and repairs shall be completed within twenty-four (24) hours of the time of the original State call. All repairs that are not completed within the twenty-four hour repair time may, at the discretion of the State, be subject to liquidated damages according to [Section 3.7](#).

E. Hardware/Software Maintenance (Optional)

The initial maintenance period shall run from the end of the warranty until the next June 30th. Any subsequent maintenance periods shall run from July 1 through the following June 30th in keeping with the State's fiscal year. If purchased, the contractor shall supply maintenance according to the following requirements:

- The maintenance shall include a four (4) MVC business hour response time for all hardware/software problems. The contractor shall respond to all calls to repair or replace defective equipment within four (4) normal MVC business hours for the location reporting the problem. See exhibit E for location business hours. Failure to repair the equipment within twenty-four (24) hours may, at the discretion of the State, result in an assessment of liquidated damages according to [Section 3.7](#). For purposes of this RFP, the twenty-

four (24) hour repair time shall be considered the period of time from the time the problem is reported until the same time of the next business day.

- The contractor must provide a staffed toll-free telephone number for equipment problem resolution. Support shall, at a minimum, be available during MVC business hours, Monday through Thursday from 8:00am – 8:30pm, Friday 8:00am – 5:30pm, Saturday from 8:00am – 1:00pm, except State holidays (Exhibit A).
- Routine software maintenance and updates shall be performed during non-business hours and with as little downtime as possible. A software distribution scheme shall be jointly developed by the contractor and the State and shall be used so updates and fixes to contractor-provided software may be effected with minimal disruption of service.

3.2.1.2 SUPPLIES

During installation, the contractor shall provide all items such as paper rolls, signature pad overlays, toner, etc., that are needed for the entire system to work properly.

During operation, the contractor shall provide and deliver all consumable items necessary for the proper operation of the contractor's system within two (2) business days of an MVC location placing an order. Supplies shall be delivered to the ordering agency during normal MVC business hours as listed in the third bullet under Section 3.2.1.1, "D" above. The State shall not incur any delivery costs. The contractor shall provide a toll-free number that is operational during MVC business hours for supply ordering purposes. During the term of the contract, the contractor shall maintain a sufficient quantity of supplies to provide a minimum of sixty (60) days of operations at each site where the system is installed.

NOTE: MVC will not be required to purchase supplies under this contract.

3.2.1.3 SOFTWARE REQUIREMENTS

The contractor shall provide a system that will be deployed in the State of New Jersey Shared IT Architecture maintained by the Office of Information Technology (OIT), as defined at:

http://www.nj.gov/it/statewide/it_architecture.pdf.

During the initial implementation, the user will enter the transaction fee and an MVC-defined alphanumeric in a comment field (see Section 3.1.3) in the contractor-provided software which will then drive the POS station. The contractor shall install and maintain all contractor-provided software on State-designated State computers. All contractor-provided software must run properly in the State computers with no degradation of other applications, network functionality and/or response time. State computer configurations are set forth in Exhibit G.

The contractor must provide a copy of the POS software on a CD and must provide a new copy each time the software is updated.

At a minimum, the software/application shall provide the following functionalities:

- Ability to capture the customer's track-2 credit card data.
- Ability to obtain authorizations for payment amounts.
- Provide rejection scripts for non-authorized transactions.
- Transmit data for printed receipts.

The contractor must also provide resources, if and when necessary, to modify the software and/or application at any time during the contract period due to circumstances such as process or infrastructure changes. All changes shall be accomplished per RFP Section 5.24, Additional Work and Special Projects, and shall be priced according to the additional work pricing provided in the cost proposal.

1. BACKGROUND

- a. **Documents Issued and Revenue Collected:** Exhibits C and D, Motor Vehicle Agencies, and Regional Services Centers, provide a summary of documents/items issued and revenue collected. Since credit card payment processing will be a new service, the State

has no data as to how many people will pay via credit card, or how many transactions may be generated by this system.

- b. **Locations and Hours of Operation:** Exhibit E provides a complete list of MVC Agencies and Regional Services Centers locations and hours of operation.
- c. **Infrastructure for Motor Vehicle Agencies:** In mid-2004 MVC implemented the digitized driver license program. Workstations to issue the new licenses include: a Windows XP workstation with input devices (keyboard and mouse), a web browser, communications software, applications software, other software utilities, and an uninterruptible Power Supply (UPS) device. There are approximately 524 workstations that will process credit card payments (Exhibit E).

An extensive discussion of the State's IT infrastructure is available at: www.nj.gov/it/statewide/it_architecture.pdf. Each of the 46 MVC agencies has a TCP/IP based Local Area Network (LAN) including Windows workstations and IP printers, which connect to the LAN. The LAN is used as the gateway to the Garden State Network, legacy applications, and the Internet through the Internet Service Provider (ISP). All backup and recovery functions, as well as, software distribution functions are performed via the LAN. This document also includes a Garden State Network diagram.

3.2.1.4 **SYSTEM IMPLEMENTATION**

The contractor shall install the proposed system at a location the State Contract Manager selects and in the timeframe set forth below and as directed by the State Contract Manager throughout the contract term. This shall include new sites and/or adding POS stations to previously installed locations.

For each POS station, the contractor shall:

- install all MVC selected POS components,
- secure terminals to the countertop according to Section 3.2.1.1 B and the direction of the State Contract Manager,
- install all software and applications needed for proper system operation,
- test each installation to ensure successful operation.

Contractor personnel shall remain at each MVC location during installation until the system and all devices are completely functional and operating satisfactorily at that location.

Implementation of POS station equipment shall be conducted in the following order:

- 1) MVC Agencies and Regional Service Centers
- 2) MVC Headquarters, as needed.
- 3) MVC is finalizing plans to open a Paterson MVC Agency at 237 Market St., Paterson, NJ (included in exhibit E). Scheduled operation is October, but the actual opening could be earlier. The equipment for this facility will be part of the initial order and it shall be installed upon direction of the State Contract Manager at no additional charge to the State.

A. MVC Agency System Test and Implementation Plan

- 1) System testing: Within two weeks of the start of the contract, the contractor shall install at MVC Headquarters three POS stations. Once installed and operational, the system shall be tested for one (1) day using simulated transactions according to the Phase I Test Plan defined in Exhibit F. The contractor must be on-site during the testing. Phase I testing shall be complete upon written acceptance by the State Contract Manager. Phase II testing shall begin on the first business day following phase I testing acceptance. Phase II testing using live transactions, shall be conducted in accordance with the Phase II Test Plan defined in Exhibit F. Phase II testing shall be complete upon written acceptance by the State Contract Manager. The phase I and phase II testing shall be completed no later than fifteen (15) business days from the start of the contract.
- 2) Beta test: During the phase I and phase II testing cycle, the contractor shall install thirteen (13) POS stations at the Trenton MVC Agency and four (4) POS stations at the Trenton Regional Service Center. Upon completion of the phase I and phase II testing, the contractor shall provide beta testing in a live environment at the Trenton MVC Agency Trenton Regional Service Center in accordance with the Beta Test Plan defined in Exhibit F. The beta test shall run for the five (5)

business days immediately following completion of phase II testing. The beta testing shall be completed upon written acceptance by the State Contract Manager. The beta testing shall be completed no later than twenty (20) business days from the start of the contract. The contractor must be on-site from 8:00 a.m. to 4:00 p.m. each day of the testing.

- 3) Load Testing: During the beta testing cycle, the contractor shall install thirteen (13) POS stations at the Mount Holly Agency, fourteen (14) POS stations at the Lodi Agency, fourteen (14) POS stations at the Eatontown Agency, four (4) POS stations at the Regional Service Center. Upon completion of the beta testing, the system shall be tested in a live environment at all four locations simultaneously in accordance with the Load Test Plan defined in Exhibit F. The test shall run for the five (5) business days immediately following completion of beta testing. The load testing shall be completed upon written acceptance by the State Contract Manager. The load testing shall be completed no later than twenty-five (25) days from the start of the contract. The contractor must be on-site from 8:00 a.m. to 4:00 p.m. each day of the testing.
- 4) Acceptance Testing: During the load testing cycle and continuing for ten (10) successive weeks (inclusive of the load test week), the contractor shall install and make operational a minimum of four (4) sites per week until all sites are operational. The number of POS stations to be installed at each location can be found in Exhibit E. MVC Agencies and Regional Service Centers existing at the same address shall be considered one site for the purposes of installation. Installations shall be done Monday to Friday, beginning at 5:00 p.m. The contractor shall remain on-site until the State Contract Manager determines the entire site installation to be successful. The contractor must also be on-site the next business day from 8:00 a.m. until noon to insure the system is operational and to answer questions from employees if necessary. All sites shall be installed and operational by the end of the ninth week from completion of the load testing. During this installation time, the contractor and the State Contractor Manager shall develop an acceptance test sign-off document in conjunction with the acceptance plan defined in Exhibit F. Once all locations are operational, the system shall be tested for five (5) consecutive business days in a live environment under normal operational conditions in accordance with the acceptance test plan defined in Exhibit F. Acceptance testing shall be completed upon written acceptance by the State Contract Manager. Acceptance testing shall be completed no later than the end of the tenth week from completion of the load testing.

3.2.1.5 TRAINING

MVC will train end users using a “train the trainer” approach. The contractor shall train ten (10) MVC trainers to be proficient in all aspects of the contractor’s system. The training shall be conducted during the first two (2) weeks after the start of the contract. The contractor shall provide the facility and all materials needed to conduct the training for all ten trainees at the same time. The facility shall be located in New Jersey.

The contractor must work with employees from MVC’s Employee Development Technical Training Team and Agency Operations Unit to develop a training program that will be delivered to POS end-users by the MVC trainers at MVC locations. It shall be the responsibility of the MVC to insure end users are trained at each facility after installation but prior to the site becoming operational. During the beta testing cycle, the contractor shall provide the State with the implementation schedule for all locations not included in the system, beta and/or load testing cycles. Any deviation from the implementation schedule must be approved in writing by the State Contract Manager. All changes from the implementation schedule must be submitted in writing to the State Contract Manager with no less than forty-eight (48) hours notice.

3.2.1.6 MVC AGENCY AND REGIONAL SERVICE CENTER POS PHASE IN REQUIREMENTS

MVC will offer in-person customers the ability to pay for transactions at various locations to include MVC Headquarters, MVC Agencies and Regional Service Centers (see Exhibit E). Credit card payments at MVC’s forty-six (47) agencies, with approximately 508 windows/stations, and MVC’s four (4) Regional Service Centers with approximately sixteen (16) windows/stations will be the first POS channels implemented. The payment mechanisms will be offered in the following phases:

- Phase 1 – VISA and MasterCard shall be the only cards accepted for payment immediately after the testing period is completed up until the State installs its point-of-service software to be purchased under a separate procurement process.
- Phase 2 – Discover and American Express cards shall be accepted for payment in addition to Visa and MasterCard after installation of the point-of-service software.

- Phase 3 – Debit cards to be added (optional phase). The contractor shall implement this capability if purchased by the MVC.

3.2.2 TELEPHONE/MAIL VIRTUAL TERMINAL

During the contract term, MVC anticipates providing customers the ability to pay for MVC transactions by telephone and/or mail. Some of these transactions include International Registration Plan renewals, business licenses, business license restoration fee, Private Inspection Facility (PIF)/diesel stickers, and specialty plates.

3.2.2.1 VIRTUAL TERMINAL REQUIREMENTS

To meet MVC's anticipated need to collect credit card fees by telephone and mail, the contractor shall provide a system containing virtual terminal functionality. The virtual terminal must be able to support multiple merchant accounts and must be able to support multiple users. The virtual terminal must have the ability to grant or restrict access by individual user. The contractor must provide the services to modify the virtual terminal at any time during the contract to accommodate additional merchant accounts and additional users.

3.2.3 INTERNET AND IVR

MVC's web and Interactive Voice Response (IVR) applications will be available to customers 24 hours, seven (7) days a week. The IVR applications will use the same business processes as the web-based applications through an XML interface.

Personnel from OIT will develop applications to communicate with the contractor's gateway processor. Therefore the contractor does not need to provide any programming services for these applications other than the credit card call integration from the appropriate service module.

MVC will develop several credit card payment applications per year, but the implementation order and transaction volume of those applications has not yet been identified. In addition, there is a possibility that in either 2006 or 2007, a credit card fee-based web and IVR registration renewal application will be developed in-house. This process currently collects approximately \$4-5 million a month.

The contractor must setup the appropriate merchant accounts and payment software for additional web and IVR applications developed during the contract period.

3.3 REPORTING APPLICATION

The contractor shall provide a reporting application. At the contractor's option, the reporting application may be administered by the contractor and/or by the State. There shall be no additional cost for any State administration.

3.3.1 LOGON ACCESS

- Access to the reporting application must be available via a web browser.
- The application must be SSL encrypted.
- Access to the reporting application must be user name and password protected.
- The contractor may provide additional optional security or usability improvements above and beyond a name/password authentication scheme, such as reduced sign-on, if appropriate, and at no additional cost.
- Access by report (See Section 3.3.2 for report details)
 - Daily Activity Report: Up to five (5) MVC employees per POS location or per card-not-present application must have access to this report.
 - Daily Data Extract Requirement: Up to five (5) State employees must have the ability to extract this data.
 - Settlement Reports: Up to ten (10) employees must have access to these reports for all merchant accounts.

3.3.2 REPORT/DOWNLOAD REQUIREMENTS

The reporting application shall access the contractor's database containing MVC card processed transactions. All reports shall be viewable in live and test modes.

A. Report System Functions: The contractor shall provide a system capable of providing the following reports and downloads:

1. **Daily Activity Report:** The Daily Activity Report shall display every approved transaction processed for the same day's transactions, sorted by time of transaction. This report will be used to address discrepancies found when closeouts are performed at POS locations. The report must contain the following data fields at a minimum:
 - Date and Time of transaction
 - Contractor-assigned transaction number
 - Card type (VISA, etc.)
 - Transaction Type (Sale, Void, Credit, etc.)
 - Last 4 digits of customer's card
 - Comment Field 1
 - Comment Field 2
 - Dollar Amount
2. **Daily Data Extract Requirement:** The State must have the ability to download daily activity in a format required for automatically generating cash receipt transactions for input into the Statewide accounting system [New Jersey Comprehensive Financial System (NJCFS)]. This automated update is integral to the successful reconciliation of the settled credit card funds to the credit card sales receipts recorded by the State. The system shall use the format described in Exhibit B to provide the download of the daily activity file.
3. **Transaction Summary Report:** The Transaction Summary Report shall display approved transaction count totals, by card type within a specified date range. The report must contain at least the following data fields:
 - Card type (VISA, etc.)
 - Total Count (total number of transactions)
 - Total Amount
4. **Settlement Reports:** One (1) Settlement Report shall display all settled transactions, sorted by date/time, within a specified data range. Another Settlement Report shall display all settled transactions, sorted by date/time, within a specified data range. A grand total number of transactions and dollar amount must display on both reports. MVC must be able to access at least the last three months of MVC's customers' transaction records. Both reports must contain at least the following data fields:
 - Date and Time of transaction
 - Contractor assigned transaction number
 - Card type (VISA, etc.)
 - Transaction Type (Sale, Void, Credit, etc.)
 - Last 4 digits of customer's card
 - Comment Field 1
 - Comment Field 2
 - Dollar Amount
 - Settlement Batch Number (A batch is a collection of transactions submitted for settlement.)

The system provided shall allow users to download Daily Activity, Transaction Summary and/or Settlement Reports to an ASCII file.

B. Reporting Application Support The contractor shall supply support for the report application via a staffed toll-free number during business hours of Monday through Thursday from 8:00 a.m. to 8:30 p.m., Friday from 8:00 a.m. to 5:30 p.m., and Saturday from 8:00 a.m. to 1:00 p.m. eastern time exclusive of State holidays (exhibit A).

3.4 DISASTER RECOVERY/BACKUP PLAN

The contractor must create and maintain a comprehensive data backup and recovery plan to insure accurate and timely recovery of data. Once developed, the contractor shall provide the State Contract Manager with a copy of the plan. The contractor shall immediately provide the State Contract Manager with any updates and/or changes to the plan.

The contractor must perform a full system back-up at least once per week with an incremental back-up of all data occurring at least once every 24 hours, with minimal disruptions to MVC business. All backups and system maintenance which require downtime shall be performed during non-business hours.

In the event of a disaster affecting the contractor's system, MVC records must be recovered intact with no transactions processed more than once. All contractor-provided system capability must be completely functional within 24 hours of the termination of the initial event creating the disaster.

3.5 CARDHOLDER INFORMATION SECURITY PROGRAM (CISP) AUDITS

When requested by the State, the contractor shall complete CISP audits according to the standards required by the credit card company. Currently, only Visa requires CISP audits and information concerning these audits may be found at www.usa.visa.com/business/accepting Visa/ops_risk_management/cisp.html. The State anticipates, but does not guarantee, that its credit card processing usage will put the State in level 2.

3.6 CONTRACT SCHEDULE

Within one (1) week of contract award, the contractor shall provide the State Contract Manager with an update of the contract schedule provided with its proposal. The contractor shall maintain this schedule for the term of the contract and shall immediately notify the State Contract Manager of any changes to the schedule, the impact the change has on the implementation of the system, and the contractor's plan for remedying the problem.

3.7 LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the following manner:

A. POS Locations

- Should any contractor-supplied equipment, which is located in any MVC facility and is necessary to complete a credit card transaction, not be repaired within 24 hours of the initial State call advising of a problem, and one incident shall have occurred, the contractor will be assessed \$250 per device not completed.
- If the repair is not completed within 48 hours of the initial reporting, and a second incident shall have occurred, the contractor will be assessed an additional \$250 per device.
- The contractor will be assessed an additional \$250 per device for each 24 hour period that the equipment remains inoperable or until it is replaced.

B. Contractor Locations

- In the event that the payment processing system is not available for a period of two consecutive business hours, as a result of contractor equipment and/or network problems unrelated to a GSN outage which is in no way caused by the contractor, its sub-contractors or equipment, the contractor will be assessed \$500 for the first hour (after the initial 2 hour period) that the payment processing system is not available and \$500 for each hour thereafter until the system is available.

3.8 PAYMENT

Upon system acceptance by the State Contract Manager, the contractor shall invoice for all hardware, software, access, and installation and implementation services provided to the State. The contractor may invoice the State in accordance with Section 3.1.6 for any live (non-test) transactions processed using the credit card processing system prior to system acceptance. Payment shall be made in accordance with Section 5.25.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. However, the State reserves the right to request the removal of any non-technical qualifying statements to an otherwise technically responsive bid proposal. In no event shall the State make such request to render an otherwise technically non-responsive proposal responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **six (6) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders 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 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.1	Ownership Disclosure Form (Attachment 1)
		4.4.1.2	MacBride Principles Certification (Attachment 2)
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)

		4.4.1.6	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan (Attachment 4)
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
		4.4.1.8	Bid Bond
		4.4.3.9	Disclosure of Investigations and Actions Involving Bidder (Attachment 1A)
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Mobilization and Implementation Plan
		4.4.2.5	Potential Problems
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	Subcontractor(s)
4	Cost Proposal	4.4.4	Price Schedules (Attachment 5)

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP.

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF

REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

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

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.5 EXECUTIVE ORDER 134

Refer to Section 5.27 of this RFP for more details concerning this requirement.

4.4.1.6 SET ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. **All bidders** must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form (Attachment 4). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 4). Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.1.7 EXECUTIVE ORDER 129

THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.

Refer to Section 5.28 and Attachment 6 for more information concerning this new requirement.

4.4.1.8 BID BOND

Not applicable to this procurement.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

The bidder shall provide a definitive statement acknowledging that the proposed system provides POS stations and meets each of the bulleted requirements under Section 3.0.

The bidder shall provide a definitive statement acknowledging that payment processing shall be provided for MasterCard, Visa, Discover and American Express and Visa (off-line) debit cards.

The bidder shall provide a definitive statement acknowledging that the proposed system shall have a test system according to Section 3.1.1.6. The proposal should provide description of how the test system will work.

The bidder shall provide a definitive statement acknowledging that the proposed software meets each of the bulleted requirements under Section 3.2.1.3.

The bid proposal shall contain all of the information requested in the sub-sections below specified by the word shall or must. Failure to provide the required information will result in the bid proposal being deemed non-responsive. The bid proposal should contain all information requested in the sub-sections listed below specified by the word should or may.

4.4.2.1 MANAGEMENT OVERVIEW

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

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

4.4.2.2 CONTRACT MANAGEMENT

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

4.4.2.3 CONTRACT SCHEDULE

The bidder shall include a contract schedule. The bidder's schedule shall incorporate key dates based on the Test and Implementation Schedule in Section 3.2.1.4 and assuming a contract start date August 7, 2005. The schedule should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

Should the contract begin on a date other than August 7, 2005, the scheduled dates for completion of tasks may change, but the timeframe specified in the Test and Implementation Schedule in Section 3.2.1.4 shall not.

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.

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.2.5 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.

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.3.1 LOCATION

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

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

4.4.3.3 RESUMES

Not applicable to this procurement.

4.4.3.4 BACKUP STAFF

Not applicable to this procurement.

4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

Not applicable to this procurement.

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.4.3.8 SUBCONTRACTOR(S)

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

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

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

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

- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- F. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.3.9 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the chart in [Attachment 1A](#), Disclosure of Investigations and Actions Involving Bidder, located after the [Attachment 1](#), Ownership Disclosure Form.

4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 5](#).

In response to price line 1, the bidder shall provide the actual pass-through per transaction cost when the credit card is present and a signature is obtained for each credit card company. This cost shall be submitted in the form of the percentage fee per transaction (e.g.: if a MasterCard transaction cost total equals \$50.00 and the contractor-provided percentage fee for MasterCard equals two percent, the percentage cost to the State for that transaction would be \$1.00), and a transaction fee (e.g.: Master Card charges .25 for each transaction). Together, these fees shall be the actual pass-through per transaction cost for a credit card-is-present transaction. This cost shall be subject to increases and/or decreases, upon documentation from the credit card company reflecting a change in the cost the contractor is being charged.

In response to price line 2, the bidder shall provide the cost per transaction for processing a debit card.

In response to price line 3, the bidder shall provide the actual pass-through per transaction cost when the credit card **is not** present for each credit card company. This cost shall be submitted in the form of the percentage fee per transaction (e.g.: if a MasterCard transaction cost total equals \$50.00 and the contractor-provided percentage fee for MasterCard equals two percent, the percentage cost to the State for that transaction would be \$1.00), and a transaction fee (e.g.: Master Card charges .25 for each transaction). Together, these fees shall be the actual pass-through per transaction cost for a credit card **is not** present transaction. This cost shall be subject to increases and/or decreases, upon documentation from the credit card company reflecting a change in the cost the contractor is being charged.

In response to price line 4, the bidder shall provide the fixed cost per transaction for the address verification service as described in [Section 3.1.1.4](#). The contractor's system must provide this capability though billing shall only occur if MVC chooses to utilize the service.

In response to price line 5, the bidder shall provide the firm, fixed cost for one POS location and the firm, fixed cost for the initial 51 POS locations, to have access to the report application and for processing voids and credits.

In response to price line 6 the bidder shall provide the firm, fixed cost for a Virtual Terminal application license as per Section 3.2.

In response to price line 7 the bidder shall provide the firm, fixed cost, if any, per transaction to use the Virtual Terminal application (Section 3.2).

In response to price line 8 the bidder shall provide the firm, fixed card-is-not-present gateway processing software cost per license (Section 3.2.3) including all costs for allowing access to the report application and processing voids and credits.

In response to price line 9, the bidder shall provide the firm, fixed cost per transaction for processing through the contractor's gateway.

In response to price line 10, the bidder shall provide the firm, fixed cost for one POS station. On the line provided, the bidder shall provide the firm, fixed cost for the initial purchase of 524 POS stations. On a separate sheet of paper, the bidder shall itemize all POS station consumable supplies (ie: printer toner/ink, paper, signature overlays) required to properly maintain the credit card processing system and the associated firm, fixed cost per item.

In response to price line 11, the bidder shall provide the firm, fixed cost for the installation and implementation of the initial purchase of 524 POS stations. This cost shall include all hardware and labor costs to fix mount the terminals at each station. On the line provided, the bidder shall provide the firm, fixed cost for the installation and implementation for one POS station to include all hardware and labor costs to fix mount the terminal.

In response to price line 12, the bidder shall provide a firm, fixed cost for one year of maintenance service as described in Section 3.2.1.1 E to take affect at the end of the warranty period if purchased by the State.

In response to price line 13, the bidder shall provide work categories, titles and fixed cost per-hour rates for all personnel the bidder anticipates will be needed to do additional work or special projects according to Section 5.24 of this RFP. The titles and pricing listed on this line shall be the only titles and pricing used to perform additional work and/or special projects during the term of any contract and any extensions thereof emanating from this RFP. At a minimum, this line should include the hourly rate for a person to complete a CISP Audit as mentioned in Section 3.5.

In response to price line 14, the bidder shall provide a firm, fixed cost for one year of staffed, toll-free telephone support for the payment processing system (Section 3.1.1.7) and for the reporting application (Section 3.2.2 B)

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.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the 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 proposal, the RFP and/or the addendum shall govern.

5.2 STATE 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 name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project

Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

5.3 PERFORMANCE BOND

This section supplements [Section 3.3b of the Standard Terms and Conditions](#). A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

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

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

5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.5 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of five (5) years. The anticipated “Contract Effective Date” is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

5.6 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof.

The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.7 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.8 CONTRACT AMENDMENT

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

5.9 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.

5.10 SUBSTITUTION OF STAFF

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

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

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

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

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.

5.12 OWNERSHIP OF MATERIAL

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

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

5.13 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.

5.14 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.

5.15 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.

5.16 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.

5.17 CLAIMS AND REMEDIES

5.17.1 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.

5.17.2 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.

5.17.3 REMEDIES FOR NON-PERFORMANCE

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

5.18 LATE DELIVERY

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

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

5.19 RETAINAGE

Not applicable to this procurement.

5.20 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 cost proposal.

5.21 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.

5.22 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.

5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal 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 cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

5.25 FORM OF COMPENSATION AND PAYMENT

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.26 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.27.1 DEFINITIONS

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

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

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 this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (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 EO 134; 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 EO 134.

5.27.3 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 Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

5.27.4 STATE TREASURER REVIEW

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

5.28 REQUIREMENTS OF EXECUTIVE ORDER 129

Under the Executive Order 129 issued on September 9, 2004 ("E.O. 129"), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder and/or its subcontractor; or
- b) A significant and substantial economic cost factor exists such that a failure to use the bidder's and/or the subcontractor[s] services would result in economic hardship to the State; or
- c) The Treasurer determines that a failure to use the bidder's and/or its subcontractor's services would be inconsistent with the public interest.

5.28.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a) The location by country where services under the contract will be performed; and

b) The location by country where any subcontracted services will be performed.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form (Appendix 6), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information.

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

5.28.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE 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 the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 EVALUATION CRITERIA

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

6.3.1 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 overall ability of the bidder to 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 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the bid pricing in [Attachment 5](#) added in the following manner:

Price lines 1,2,3, and 8 (per transaction pricing) will each be multiplied by 10,000 transactions. They will then be added together and then added to price lines 4 and 7. That sub-total will be added to the initial purchase costs for price lines 5, 10 and 11 which will provide the total bid price for ranking purposes.

6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

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

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

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
- 1A. [Disclosure of Investigations and Actions Involving Bidder](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Executive Order 129 Certification](#) - Source Disclosure Certification Form
7. [Reciprocity Form](#) (*Optional Submittal*)
8. [Cooperative Purchasing Form](#) (*Optional Submittal*)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)

EXHIBITS

- A. [NJ State Holidays](#)
- B. [Merchant Account Extracts](#)
- C. [Agency Documents Issued and Revenue Collected](#)
- D. [Regional Centers Items Issued and Revenue Collected](#)
- E. [Agency and Regional Center Locations and Hours](#)
- F. [System Implementation Testing](#)
- G. [PC Specifications](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
STATE OF NEW JERSEY
33 W. STATE ST., 9TH FLOOR
PO BOX 230
TRENTON, NEW JERSEY 08625-0230

BID NUMBER: 06-X-37993

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

If there are no owners with 10% or more interest in your firm, enter "None" below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance)	_____	_____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____

(Signature)

Address: _____

PRINT OR TYPE: _____

(Name)

PRINT OR TYPE: _____

(Title)

FEIN/SSN#: _____

Date _____

ATTACHMENT 1A - DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Investigation

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone Number for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status/Disposition, (if applicable)	Bidder Contact Name and Telephone Number for additional information

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- _____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- _____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title (Type or Print)

Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
SUPPLEMENT TO BID SPECIFICATIONS	
<p>DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:</p> <ol style="list-style-type: none"> 1. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. 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 PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE; 2. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. 3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT 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. 4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127,AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT. 5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME. 6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES. 7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS. 8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS. <p>THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).</p> <p>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</p> <p style="text-align: center;"><u>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</u></p> <p> <input type="checkbox"/> I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL). <input type="checkbox"/> I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL). <input type="checkbox"/> I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT. </p>	

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

Item 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

Item 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

Item 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED		OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY	MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees										
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)						15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO		16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR		
14. DATES OF PAYROLL PERIOD USED										

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE) (ZIP CODE)	PHONE (AREA CODE, NO. & EXTENSION)

FORM AA302

ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS

If the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. 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. **All bidders must complete the Notice of Intent to Subcontract form.** Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan).** Bidders are instructed to list ***all*** proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

DEFINITIONS:

"Small business" means a business that

- ☐ is independently owned and operated
- ☐ is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- ☐ Has 100 or fewer full-time employees
- ☐ Has gross revenues falling in one of the following three categories:
 1. 0 to \$500,000 (Category I);
 2. \$500,001 to \$5,000,000 (Category II);
 3. \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.

SUGGESTED PROCEDURE TO DEMONSTRATE A GOOD FAITH EFFORT:

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
2. Request a listing of small businesses by Category from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Business Unit of the Division of Purchase and Property to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

NOTE THAT A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE BID PROPOSAL OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission
Office of Small Business
20 West State Street
PO Box 820
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

REQUIRED SUBMISSION

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number: 06-X-37993	DPP Solicitation Title: Credit Card Processing System for MVC
Bidder's Name and Address: 	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ **If awarded this contract, I will engage subcontractors to provide certain goods and/or services.**

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ **If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.**

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY, DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)				DPP Solicitation No.: 06-X-37993	
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.				DPP Solicitation Title: Credit Card Processing System for MVC	
Bidder's Name and Address: 				Bidder's Telephone No.: _____ Bidder's Contact Person: _____	
INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.					
SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	CHECK HERE IF CONTRACT IS NOT SMALL BUSINESS ¹			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY *				
	I	II	III		

* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

(Signature)
(Title)
(Date)

ATTACHMENT 5 – PRICE SCHEDULES

LINE #	COMMODITY SERVICE DESCRIPTION	CREDIT CARD COMPANY	UNIT	DISCOUNT %	COST Fee / trans
00001	Firm, fixed discount % for credit card is present processing by credit card company.	MasterCard	Percentage (Discount % of transaction fee)	_____ %	_____
		Visa		_____ %	_____
		Discover	Each (per transaction fee)	_____ %	_____
		American Express		_____ %	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00002	Firm, fixed cost per transaction to process a sale using a debit card.	Per Transaction	_____

LINE #	COMMODITY SERVICE DESCRIPTION	CREDIT CARD COMPANY	UNIT	DISCOUNT %	COST Fee / trans
00003	Firm, fixed discount % and firm, fixed cost per transaction for credit card is not present processing by credit card company.	MasterCard	Percentage (Discount % of transaction fee)	_____ %	_____
		Visa		_____ %	_____
		Discover	Each (per transaction fee)	_____ %	_____
		American Express		_____ %	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00004	Firm, fixed cost per transaction for address verification as described in Section 3.1.1.4.	Per Transaction	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00005	Firm, fixed cost for one MVC location and firm, fixed cost for the initial 51 locations, for access to the report application and for processing voids and credits.	Each MVC location	_____
		Initial 51 MVC Locations	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00006	Firm, fixed cost, if any, for a Virtual Terminal application license (Section 3.2.2.1)	Each	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00007	Firm, fixed cost, if any, per transaction to use the Virtual Terminal application (Section 3.2.2.1)	Per Transaction	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00008	Firm, fixed card-is-not-present gateway processing software cost per license (Section 3.2.3) including costs for access to the report application and for processing voids and credits	Each	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00009	Firm, fixed gateway processing cost per transaction.	Per Transaction	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST PER YEAR
00010	Firm, fixed cost for one POS Station and firm, fixed cost for the initial 524 POS Stations. On a separate sheet of paper bidder to list and provide firm fixed costs for all consumables.	Each POS Station	_____
		Initial lot of 524 POS Stations	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00011	Firm, fixed cost to install one POS station and firm, fixed cost for installation and implementation of the initial 524 POS Stations. Price is to include all mounting hardware and labor costs.	Install One POS Station	_____
		Install Initial 524 POS Stations	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00012	Firm, fixed cost for one year of post warranty maintenance as per Section 3.2.1.1 E.	Initial 524 POS stations per year	_____
		One POS station per year	_____

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00013	Additional Work/Special Projects Price Line.	Hour	State Use Only
	On a separate sheet of paper, the bidder is to list work categories, titles and firm, fixed cost per hour for all personnel that may be needed to perform additional work.		

LINE #	COMMODITY SERVICE DESCRIPTION	UNIT	COST
00014	Firm, fixed cost for one year of staffed toll-free telephone support for the payment processing system (Section 3.1.1.7) and for the reporting application (Section 3.2.2 B).	Year	_____

ATTACHMENT 6 – EXECUTIVE ORDER 129 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

Solicitation Number: 06-X-37993

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location[s] by Country</u>
------------------------------------	------------------------------------	---------------------------------------------------

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

ATTACHMENT 7 - RECIPROCITY FORM

RECIPROCITY FORM **(Optional Submission)**

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....

Name of Locality having preference practices:

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution ☐ Regulations/Laws
☐ Notice to Bidder ☐ Other _____

Name of Firm Submitting this information _____

Please Print

APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

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

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

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

2. **LIABILITIES**

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

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

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

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.
- 3.3 **BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

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

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

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

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

3.5 **TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.
- b. For cause:
 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
 - d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.
- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.
- 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.
- 3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.
- In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.
- 3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.
- 3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.
- 3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.
- In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.
- Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.
- 3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.
- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
 - b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
 - c. Vendor Federal Employer Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A - NEW JERSEY STATE LEGAL HOLIDAYS

- * New Year's Day 01/01
- Martin Luther King Jr's. Birthday is observed on the third Monday in January
- * Lincoln's Birthday 02/12
- Washington's Birthday is observed on the third Monday in February
- Good Friday is observed on the Friday before Easter Sunday
- Memorial Day is observed on the last Monday in May
- * Independence Day 07/04
- Labor Day is observed on the first Monday in September
- Columbus Day is observed on the second Monday in October
- Election Day is observed on the first Tuesday after the first Monday in November
- * Veteran's Day 11/11
- Thanksgiving Day is observed on the fourth Thursday in November
- * Christmas Day 12/25

* Should these holidays fall on a Saturday, State offices are closed on the preceding Friday. Should these holidays fall on a Sunday, State offices are closed on the following Monday.

EXHIBIT B - MERCHANT ACCOUNT EXTRACTS

Required Credit Card Layout

A plain text file with the listed elements is required in a delimited format, preferably with, '^', as the delimiter.

Header Record

Record-type Pic xx - Identifies if the record is a header record rolled up with detailed rows to follow. BH identifies a header record on our current file.

Settlement-Date Pic X (8) (format YYYYMMDD) - Date represents the day the work the file contains.

Merchant-Id Pic X (22) - Terminal used to process the credit card transaction with leading zeroes, when necessary.

Settlement-Time Pic X (4) (format is Military time i.e. 1459) - the time the transaction settled.

Detail Record

Record-type Pic xx - Two alpha codes that identifies if the record is a header record rolled up with detailed rows to follow. SI identifies a detail record on our current file.

Settlement-Date Pic X (8) (format YYYYMMDD) - This date represents the day the work the file contains.

Trans-code Pic XX - A 2 digit code that defines the type of transaction e.g. Retail Sale, Purchase Return, Void, etc.

Card-Account Pic X (24) - The payee's full credit card number.

Card-Type Pic XX - Two character alpha code identifying the card type e.g. "AX", "VI", "MC" or "DB" for debit cards.

Authorization-Code Pic X (6) - Six digit code generated by the Credit Card Processor.

Authorization-date Pic X (6) (format YYMMDD) - Date transaction was authorized.

Void-Indicator - Pic X - Either "N" for Not voided or "Y" for Voided.

Reference-Number Pic X (12) - Twelve digit code generated by the Credit Card Processor, which help identify the transaction.

EXHIBIT C – AGENCY DOCUMENTS ISSUED AND REVENUE COLLECTED

Fiscal Year (July 1 – June 30)	Documents Issued	Revenue Collected
2004	11,805,529	Not yet available
2003	10,411,284	\$250,219,354
2002	10,036,277	\$212,973,350
2001	9,605,772	\$198,024,568

EXHIBIT D - REGIONAL CENTERS ITEMS ISSUED AND REVENUE COLLECTED

Description	Items	Revenue
TOTAL ITEMS	333,233	
TOTAL MONEY COLLECTED		\$32,343,925.30
ALCOHOL COUNTER MEASURE	6,623	\$662,300.00
CERTIFIED ABSTRACT	60,412	\$604,120.00
CERTIFIED DOCUMENTS	271	\$1,355.00
CERTIFIED RECORDS	376	\$3,760.00
DISHCH PROCESS FEES	5,982	\$149,550.00
DISHCH DL	5,320	\$936,148.61
DISHCH DL/REG	796	\$106,758.87
DISHCH REG	136	\$39,827.03
DRIVER IMPROVEMENT PROG	859	\$85,900.00
INSURANCE SURCHARGE	84,296	\$13,645,236.51
NO FEE ABS/REC	7,682	\$0.00
NON-CERT ABSTRCT	65	\$10.00
PROBATIONARY DRIVER PROG	1,290	\$129,000.00
REG. RESTORATIONS	16,896	\$1,689,600.00
RESTORATIONS	142,098	\$14,209,800.00
SECURITY RESP.	6	\$2,686.00
UNSAT CLAIMS	120	\$77,698.28
TEMP. REG.	4	\$150.00
VS REPL PL FEE	1	\$25.00

EXHIBIT E – AGENCY AND REGIONAL CENTER LOCATIONS AND HOURS

MOTOR VEHICLE AGENCIES

NJ Motor Vehicle Agencies are open

- Monday through Friday from 8:00am to 4:30pm
- One night per week until 7:30pm (excluding the in-house agency)
- Saturday from 8:00am to 12:00pm

Note: Each POS station contains one terminal and one printer

Total of 524 POS stations

vertical = vertically mounted terminals

horizontal = horizontally mounted terminals

Atlantic County

Cardiff (10 POS stations – horizontal)

Cardiff Fashion Center
6701 Black Horse Pike
Cardiff, NJ 08232
Late Night: Wednesday

Bergen County

Englewood (13 POS stations – horizontal)

40 Bennett Road
Englewood, NJ 07631
Late Night: Thursday

Lodi (14 POS stations – vertical)

8 Mill Street (off Garibaldi)
Lodi, NJ 07644
Late Night: Wednesday

Oakland (10 POS stations – horizontal)

350 Ramapo Valley Road, Suite 24
Oakland, NJ 07436
Late Night: Monday

Wallington (13 POS stations – horizontal)

450 Main Avenue
Wallington, NJ 07057
Late Night: Tuesday

Wyckoff (7 POS stations – vertical)

430 Greenwood Avenue
Wyckoff, NJ 07481
Late Night: Thursday

Burlington County

Medford (14 POS stations – vertical)

Sharp's Run Plaza
175-25 Route 70 Suite 25
Medford, NJ 08055
Late Night: Wednesday

Mount Holly (13 POS stations – horizontal)

500 High Street
Mount Holly, NJ 08060
Late Night: Monday

Camden County

Camden (11 POS stations – horizontal)

2600 Mount Ephraim Ave.
Camden, NJ 08104
Late Night: Wednesday

Cherry Hill (10 POS stations – vertical)

Suite 110, Building #1
Executive Campus at Cherry Hill
Cherry Hill, NJ 08002
Late Night: Tuesday

Haddon Heights (12 POS stations – horizontal)

120 White Horse Pike
Haddon Heights, NJ 08035
Late Night: Thursday

Cape May County

Rio Grande (11 POS stations – horizontal)

1500 Route 47 South
Rio Grande, NJ 08242
Late Night: Monday

Cumberland County

Bridgeton (11 POS stations - vertical)

Suite 101
40 E. Broad Street
Bridgeton, NJ 08302
Late Night: Thursday

Vineland (8 POS stations – horizontal)

80 Landis Avenue
Vineland, NJ 08360
Late Night: Monday

Essex County

East Orange (12 POS stations – vertical)

55 Washington Street
East Orange, NJ 07018
Late Night: Thursday

Irvington (11 POS stations – vertical)

10 Washington Avenue
Irvington, NJ 07111
Late Night: Monday

Newark (13 POS stations – vertical)

228 Frelinghuysen Avenue
Newark, NJ 07114
Late Night: Wednesday

Gloucester County

West Deptford (10 POS stations – horizontal)

215 Crown Point Rd.
(Route 44 South and Mid Atlantic Pkwy)
Thorofare, NJ 08086
Late Night: Wednesday

Williamstown (9 POS stations – vertical)

Suite N, Trader's Lane Shopping Center
1951 N. Black Horse Pike
Williamstown, NJ 08094
Late Night: Monday

Hudson County

Bayonne (10 POS stations – horizontal)

City Line Plaza
Rte. 440 and Kennedy Blvd.
Bayonne, NJ 07002
Late Night: Tuesday

Jersey City (10 POS stations – horizontal)

438 Summit Ave.
Jersey City, NJ 07307
Late Night: Monday

North Bergen (10 POS stations – horizontal)

8901 Park Plaza
90th and Bergenline Ave.
North Bergen, NJ 07047
Late Night: Wednesday

Hunterdon County

Flemington (8 POS stations – vertical)

Cinema Plaza Route 31
Flemington, NJ 08822
Late Night: Monday

Mercer County

Bakers Basin (13 POS stations – horizontal)

3200 Brunswick Pike
Route 1 North
Lawrenceville, NJ 08648
Late Night: Wednesday

Special Services (In-house Agency – Headquarters) (3 POS stations – horizontal)

225 East State Street
Trenton, NJ 08666
Late Night: N/A

Trenton (13 POS stations – horizontal)

120 S. Stockton and Front Streets
Trenton, NJ 08611
Late Night: Monday

Middlesex County

East Brunswick (10 POS stations – horizontal)

271 Route 18
East Brunswick, NJ 08816
Late Night: Monday

Edison (9 POS stations – vertical)

45 Kilmer Road
Edison, NJ 08817
Late Night: Wednesday

South Plainfield (11 POS stations – horizontal)

Middlesex Mall, Store 5
6051 Hadley Road
South Plainfield, NJ 07080
Late Night: Tuesday

Monmouth County

Eatontown (14 POS stations – horizontal)

109 Route 36 (East of Route 35)
Eatontown, NJ 07724
Late Night: Tuesday

Freehold (12 POS stations – horizontal)

Poet's Square Shopping Plaza, Kozloski Road
32 Thoreau Drive
Freehold, NJ 07728
Late Night: Monday

Matawan (11 POS stations – horizontal)

Rte. 34 and Broad St.
Matawan, NJ 07747
Late Night: Wednesday

Morris County

Morristown (6 POS stations – vertical)

186 Speedwell Avenue
Morristown, NJ 07960
Late Night: Wednesday

Randolph (13 POS stations – horizontal)

1572 Sussex Turnpike
Randolph, NJ 07869
Late Night: Tuesday

Ocean County

Lakewood (15 POS stations – vertical)

Leisure Center
1195 Rt. 70, Store 9
Lakewood, NJ 08701
Late Night: Thursday

Manahawkin (11 POS stations – horizontal)

Manahawkin Plaza
712 East Bay Avenue
Manahawkin, NJ 08050
Late Night: Monday

Toms River (9 POS stations – horizontal)

Village Square Plaza
1861 Hooper Ave.
Toms River, NJ 08753
Late Night: Wednesday

Passaic County

Paterson* (14 POS stations – horizontal)

237 Market Street

Paterson, NJ 07505

Late Night: TBD

*See Section 3.2.1.4 3 for more information regarding Paterson Agency.

Wayne - Route 23 (13 POS stations – horizontal)

1578 Route 23 North

Wayne, NJ 07470

Late Night: Wednesday

Wayne - Route 46 (13 POS stations – horizontal)

481 Route 46 West

Wayne, NJ 07470

Late Night: Monday

Salem County

Salem (8 POS stations – horizontal)

5 Woodstown Road

Salem, NJ 08079

Late Night: Wednesday

Somerset County

Somerville (8 POS stations – vertical)

10 Roosevelt Place (off Route 28)

Somerville, NJ 08876

Late Night: Thursday

Sussex County

Newton - Sparta Ave. (6 POS stations – vertical)

106 Sparta Avenue

Newton, NJ 07860

Late Night: Thursday

Union County

Elizabeth (11 POS stations – horizontal)

65 Jefferson Avenue

Elizabeth, NJ 07208

Late Night: Tuesday

Rahway (14 POS stations – horizontal)

1140 Woodbridge Rd & East Hazelwood Ave.

Rahway, NJ 07065

Late Night: Monday

Springfield (10 POS stations – horizontal)

34 Center Street

Springfield, NJ 07081

Late Night: Thursday

Warren County

Washington (11 POS stations – horizontal)

404 East Washington Avenue

Washington, NJ 07882

Late Night: Wednesday

REGIONAL SERVICE CENTERS

NJ Regional Service Centers are open

- Monday through Friday from 8:00am to 4:30pm
- One night per week until 7:30pm
- Saturday from 8:00am to 12:00pm

Gloucester County

West Deptford (4 POS stations – vertical)

215 Crown Point Rd.

(Route 44 South and Mid Atlantic Pkwy)

Thorofare, NJ 08086

Late Night: Wednesday

Monmouth County

Eatontown (4 POS stations – vertical)

109 Route 36 (East of Route 35)

Eatontown, NJ 07724

Late Night: Tuesday

Mercer County

Trenton (4 POS stations – vertical)

120 S. Stockton and Front Streets

Trenton, NJ 08611

Late Night: Monday

Passaic County

Wayne - Route 23 (4 POS stations – vertical)

1578 Route 23 North

Wayne, NJ 07470

Late Night: Wednesday

EXHIBIT F – SYSTEM IMPLEMENTATION TESTING

SYSTEM TESTING (Section 3.2.1.4 A)

Phase 1 Test

Three POS stations and necessary software shall be installed at MVC Headquarters on three types of MVC hardware set ups running standard MVC software applications (exhibit G) as documented in Section 3.2.1.4 A 1)..

The three devices shall be connected to a test system capable of running test records to accomplish credit card authorizations. The MVC applications (processing MVC related transactions; DL, registrations etc) will be connected to a state test database.

The contractor shall supply, at a minimum, ten (10) test records (test credit card account numbers) which will be used to run the test. Credit Card transactions for Visa, MasterCard, Discover and American Express shall be created using these test records and run against the test system. Debit card processing shall not be tested. The following components shall be tested:

- Network connectivity: The provided system shall not lose its network connection during the testing period.
- Response time: Payment processing response must be received by the sending station within three seconds, ninety-five percent of the time.
- Credit card authorization: Each test shall provide the proper authorizations.
- Vendor software interaction with MVC systems: Operation of the contractor's software shall not inhibit or degrade any functionality of existing MVC applications installed on the desktop computer.
- Validate contractor and state reporting requirements: Reports shall be run and examined to insure all requirements are met.

Phase I test acceptance shall require at least ten (10), error-free transaction processes within the required three (3) second response time without losing network connectivity or any degradation to contractor or State hardware and/or software functionality.

Phase II Test

Using the same configuration as in the Phase 1 test, actual live transactions are to be processed in the central headquarters site. MVC will make arrangements to have customers available to create records that will generate the transactions. Only Visa and MasterCard payment processing shall be tested in a live environment. Other than that the same parameters as the phase I testing shall be used for phase II testing. Phase II test acceptance shall require five (5), error-free transaction processes within the required three (3) second response time without losing network connectivity or any degradation to contractor or State hardware and/or software functionality.

Beta Test

The required hardware and necessary software shall be installed as documented in Section 3.2.1.4 A 2). The provided system shall process in a live environment all transactions generated at the test facilities by all POS stations for the specified time frame. The beta test phase shall test the same parameters as the phase II testing. Test acceptance shall require five (5) consecutive business days of error-free transaction processing within the required three (3) second response time without losing network

connectivity or any degradation to contractor or State hardware and/or software functionality on the production system.

Load Testing

The required hardware and necessary software shall be installed as documented in Section 3.2.1.4 A 3). The provided system shall process in a live environment all transactions generated at all installed facilities by all POS stations for the specified time frame. The load test phase shall test the same parameters as the phase II, and beta testing. Test acceptance shall require five (5) consecutive business days of error-free transaction processing within the required three (3) second response time without losing network connectivity or any degradation to contractor or State hardware and/or software functionality on the production system.

Acceptance Testing

The required hardware and necessary software shall be installed as documented in Section 3.2.1.4 A 4). Once each facility is installed and tested, it shall begin processing live transactions. Should a system problem develop during these installations, all installations shall cease until the problem is rectified. Once all POS stations are installed in all facilities, the acceptance test shall be conducted. The provided system shall process in a live environment all transactions generated at all installed facilities by all POS stations for the specified time frame. The acceptance test phase shall test the same parameters as the phase II, beta, and load tests. Test acceptance shall require five (5) consecutive business days of error-free transaction processing within the required three (3) second response time without losing network connectivity or any degradation to contractor or State hardware and/or software functionality on the production system.

EXHIBIT G – PC SPECIFICATIONS

AGENCY PC SPECIFICATIONS

POS systems: SurePOS 500 series

Model 563/W631 Leadership multimedia
Dual bulb, 12- or 15-inch² active matrix IR
touchscreen LCD
Stereo speakers and on-board audio system
Presence sensor
PC card slot
Headphone and microphone ports
Super-wide viewing angle

Specs

Hardware

Processor¹

2.0GHz Intel® Celeron® (400MHz FSB)

Storage

System memory ²

128MB (2GB maximum) **we have 512mb**

Video memory (shared with system memory)

8MB to 64MB UMA

Hard disk drive³

40GB standard or optional 512MB CompactFlash⁴

System dimensions and weight

Maximum dimensions (WxDxH)

12-inch: 321x325x384 (mm)/

12.6x12.8x15.1 (inches) (without MSR)

15-inch: 383x338x410 (mm)/

15.1x13.3x16.1 (inches) (without MSR)

17-inch: 414x383x413 (mm)/

16.3x15.1x16.3 (inches) (without MSR)

Weight

12-inch: 23 lbs/10.5 kg (without MSR)

15-inch: 24.5 lbs/11.1 kg (without MSR)

17-inch: 30.2 lbs/13.7 kg (without MSR)

Power requirements

Universal Switched Power Supply

76W typical/200W maximum

Connectivity

Powered, standard and PC USB

RS-232

Parallel port

PS/2 keyboard/mouse

RJ45 Ethernet

S/VGA video

Audio mic-in/line-out

Headphone

Cash drawer

Peripheral options⁵

Secondary displays

IBM SurePoint™ Solution (touch and non-touch)

Distributed, pole-mounted, 40-character customer

display

Integrated 40-character customer display

All-points-addressable character graphics display

Printers

IBM SureMark™ standard and fiscal printers

Keyboard

CANPOS keyboard (includes 32 programmable keys, numeric keypad and pointing device)

Cash drawers

Full size and compact

Integration trays

Fits on full-size and compact cash drawers, as well as countertop

Magnetic stripe readers

Three track or JUCC

Expansion options

External 1.44MB diskette drive

External CD-ROM

PC card slot

Software

Operating systems⁶

Microsoft® Windows® 2000

Microsoft Windows XP Professional Edition⁷

Microsoft Windows XP Embedded

IBM Retail Environment for SUSE LINUX

IBM PC DOS 2000

Novell SUSE LINUX Solution (SLRS)

Drivers supported

OPOS and JavaPOS™

Industry standards

Systems management

WfM

SMBIOS

WOL

PXE

Power management⁸

APM and ACPI

Services

Limited warranty service⁹

One year depot or onsite service

Technical support

24x7 phone support (during limited warranty period)¹⁰ and Web-based help

1. GHz refers to only microprocessor internal clock speed; many factors affect application performance.

2. Model 573/W3 offers 256 MB (2 GB maximum).

3. GB equals one billion bytes when referring to storage capacity; accessibility may be less.

4. CompactFlash option not available on Microsoft Windows XP Professional Preload Model W33.

5. Not all peripherals are available in all countries. Please contact your local IBM representative for details.

6. With the exception of W_3 models (i.e., W63, W53, etc.), an operating system is not included and can be purchased separately.

7. Microsoft Windows XP Professional Preload is use-restricted, as described in the End User License Agreement.

8. Power management functionality is device dependent.

9. For a copy of the terms and conditions of IBM's statement of limited warranty, please contact your IBM representative or reseller.

10. Technical support response times may vary.

AGENCY DIGITAL DRIVER LICENSE/PC SPECIFICATIONS

Base Unit:	OptiPlex GX260D,2.40GHz,P4, 533FSB,512K Cache,Gray Small Desktop Base (220-9751)
Memory:	512MB, Non-ECC, 266MHz DDR, 1x512, GX260 (311-1714)
Keyboard:	Dell PS/2 Keyboard in Gray, NoHot Keys, Optiplex (310-1515)
Monitor:	Dell UltraSharp 1504FP,Flat Panel,15.0 Inch Viewable ImageSize, OptiPlex, Gray (320-0423)
Video Card:	32MB,ATI,Radeon VE,VGA/DVI,1or2 Monitor Graphics Card,GX260 Small Form Factor or Desktop (320-0435)
Hard Drive:	20GB EIDE, 7200 RPM, Value ATA/100 Hard Drive, GX260 (340-6075)
Floppy Disk Drive:	Zip 250, Replaces the floppy, GX260 Desktop (340-6287)
Operating System:	Windows XP, Professional Version, Service Pack 1, NTFS,CD, English, OptiPlex (420-2119)
Mouse:	Dell PS/2 2-button mouse, OptiPlex, Gray (310-1301)
NIC:	Integrated Intel Gibabit NIC, 10/100/1000, with Alert Standards Format, GX260/GX270 (430-0353)
CD-ROM or DVD-ROM Drive:	48X CD-ROM, EIDE, Small Desktop or Minitower, GX260 (313-1159)
Sound Card:	Integrated Sound Blaster Compatible AC97 Sound, OptiPlex (313-8170)
Speakers:	Internal Chassis Speaker Option, Optiplex GX240/270 (313-1495)
Documentation Diskette:	OptiPlex Resource CD (313-7168)
Factory Installed Software:	No Chassis Stand (310-7700)
Service:	Type 1 Contract - Same Day 4-Hour 5x10 Parts and Labor On-Site Response, Initial Year (900-6100)
Service:	Type 1 Contract - Same Day 4-Hour 5x10 Parts and Labor On-Site Response, 2YR Extended (900-6102)
Installation:	Standard On-Site Installation Declined (900-9987)
Misc:	Mouse Pad (310-3559)

AGENCY Mobile Unit (LAPTOP) PC SPECIFICATIONS

Base Unit:	Latitude C840,2.0GHz,Pentium 4,15.0,SXGA+,English (221-2672)
Memory:	512MB,Double Data Rate SDRAM, 2 Dimms,for Dell Latitude C840/C640 Notebooks,Factory Install (311-1370)
Video Card:	32MB,NV17, Double Data Rate, Nvidia,Video Card for Dell Latitude C840 Notebooks, Factory Install (320-0199)
Hard Drive:	20GB Hard Drive,9.5MM for DellLatitude C810/C840 Notebooks, Factory Install (340-6334)
Operating System:	WINDOWS XP PRO, ENGLISH, for Dell Latitude C840,Factory Install (420-2037)
CD-ROM or DVD-ROM Drive:	INTERNAL 24X CDROM,for Dell Latitude C810/C840 Notebooks, Factory Install (313-0658)
Feature	8-Cell Secondary Battery for Dell Latitude C840/C640 Notebooks Only,Factory Install (312-0027)
Feature	Zip 250 Drive,Removable Media Storage,for Dell Latitude Notebooks,Factory Install (340-7935)
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response + CompleteCare, Initial Year (900-6670)
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response + CompleteCare, 2YR Extended (900-6672)
Dirline:	Gold Technical Support ServiceLatitude, 3 Years, (950-4919)
Installation:	Standard On-Site Installation Declined (900-9987)
Misc:	Windows NT/2000,NTFS File System,Factory Install (420-0153)

REGIONAL SERVICE CENTER PC SPECIFICATIONS

System Summary

Service Tag: 5K0FP61
 System Type: OptiPlex GX280
 Ship Date: 1/21/2005
 Dell IBU: Americas

Quantity	Parts #	Part Description
1	R7762	INSTRUCTION, DEVIATE-TO-TSMT-MNSTRM
1	T7281	PROCESSOR, 80547, PENTIUM 4 PRESCOTT DT, Pentium 4 Prescott DT, 3.0GHZ, 1 MEGB, 800FSB, SOCKET T, E0, MALE
1	T7422	INSTRUCTION, DEVIATE-TO-TSMT-PRFMC
1	702EX	INFORMATION, PREPARATION MATERIAL, DEVIATION, PRECISION WORKSTATION, INCREASE, #1
1	5120P	CORD, POWER, 125V, 6FT, SPT2, UNSHIELDED
1	6W610	KEYBOARD, 104, UNIVERSAL SERIAL BUS, UNITED STATES, RELATIONSHIP PRODUCT GROUP, SILITEK
1	D1161	KIT, MOUSE, UNIVERSAL SERIAL BUS, 2BTN, WHEEL, OPTICAL, PRIMAX ELECTRONICS LTD
1	F3636	ASSEMBLY, PRINTED WIRING ASSY, INPUT/OUTPUT, SER/PS2, GX280
2	N2931	DUAL IN-LINE MEMORY MODULE, 512, 400M, 32X64, 8, 240, 2RX8
1	F4991	KIT, DOCUMENTATON ON FLOPPY DISK, SOFTWARE, POWERDVD, 5.1
1	F7885	COMPACT DISK READ WRITE/DIGITAL VIDEO DISK DRIVE COMBO, 48X32, HALF HEIGHT, HITACHI LG DATA STORAGE, CHASSIS 2001, V2
1	H3823	CARD (CIRCUIT), GRAPHICS, 128, X300, OPGA2, FULL HEIGHT
1	H6304	DISPLAY, FLAT PANEL DISPLAY, 17, DUAL VOLTAGE, 1704FPVS, MIDNIGHT GRAY, DELL AMERICAS ORGANIZATION
1	5U692	FLOPPY DRIVE, 1.44M, 3.5" FORM FACTOR, 3MD, NO BEZEL, SAMSUNG, CHASSIS 2001
1	5H644	HARD DRIVE, 80GB, Serial ATA, 7.2K, 8MB, NATIVE COMMAND QUEUEING, SEAGATE
1	G7624	KIT, SOFTWARE, OVERPACK, WXPPSP2, COMPACT DISKETTE W/DOCUMENTATION, ENGLAND/ENGLISH