



JAMES E. MCGREEVEY  
Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

October 13, 2004

**TO:** All Potential Bidders

**RE:** RFP #: **05-X-37046**

RFP Title: **PUBLISHING OF THE NEW JERSEY REGISTER AND CODE  
OFFICE OF ADMINISTRATIVE LAW**

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
10/29/04	5:00 PM	<b>Cut-Off Date for Submission of Questions</b> <i>(Email to: <a href="mailto:Barbara.Dombroski@treas.state.nj.us">Barbara.Dombroski@treas.state.nj.us</a>)</i>
11/18/04	2:00 PM	<b>Bid Submission Due Date</b> <i>(Refer to <a href="#">RFP Section 1.3.4</a> for more information)</i>

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Barbara Dombroski  
Purchase Bureau

E-Mail Address: [Barbara.Dombroski@treas.state.nj.us](mailto:Barbara.Dombroski@treas.state.nj.us)  
Phone: 609-292-4752  
Fax: 609-633-3634

## **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 bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.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: 05-X-37046**

**FOR: PUBLISHING OF THE NJ REGISTER  
AND CODE - OFFICE OF  
ADMINISTRATIVE LAW**

TERM CONTRACT #: T-1403  
REQUESTING AGENCY: OFFICE OF ADMINISTRATIVE LAW

ESTIMATED AMOUNT: N/A  
CONTRACT EFFECTIVE DATE: 01/09/05  
CONTRACT EXPIRATION DATE: 01/08/12  
COOPERATIVE PURCHASING: NO  
SET ASIDE: NONE

**DIRECT QUESTIONS CONCERNING THIS RFP TO:**  
BUYER NAME: Barbara Dombroski  
PHONE NUMBER: 609-292-4752  
FAX NUMBER: 609-633-3634  
E-MAIL ADDRESS: Barbara.Dombroski@treas.state.nj.us

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_

**PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 11/18/04 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  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 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(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
PRE-BID CONFERENCE N/A

**ADDITIONAL REQUIREMENTS**

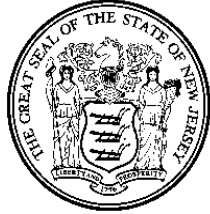
- 9) PERFORMANCE SECURITY: \$1,000,000
- 10) PAYMENT RETENTION: 0
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL BUSINESS (SEE N.J.A.C. 17:13-1.1 et. seq.).

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_%, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS. 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_ 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
- 21) BIDDER FEDERAL ID 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/TYPER NAME AND TITLE	26) DATE



**Bid Number: 05-X-37046**

**REQUEST FOR PROPOSAL FOR:**

**PUBLISHING OF THE NEW JERSEY REGISTER AND CODE -  
OFFICE OF ADMINISTRATIVE LAW**

Date Issued: October 13, 2004

Purchasing Agency

State of New Jersey  
Department of 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  
Office of Administrative Law  
PO Box 049  
9 Quakerbridge Plaza  
Trenton, New Jersey 08625-0049

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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 (Division), on behalf of the State of New Jersey, Office of Administrative Law (OAL).

The purpose of this RFP is to solicit bid proposals for the purpose of continuing and improving the publication, marketing and distribution system for the New Jersey Register (Register) and the New Jersey Administrative Code (Code). The OAL seeks a comprehensive approach to achieve the following:

- Enable the electronic transmission, receipt and exchange of rulemaking documents between the OAL and the successful vendor, and between the OAL and State agencies;
- Create and maintain a new, or continue and maintain the current, automated logging and tracking system of rulemaking documents;
- Create and maintain the Code and Register on an electronic database, or continue and maintain the Code and Register on their current databases;
- Explore innovative ways to achieve wider and quicker dissemination of the Register and Code with intent to increase public participation in the rulemaking process;
- Provide Register and Code publication and supplementation through on-demand printing and through various electronic media including on-line service for the Register and Code;
- Increase the Register and Code subscriber base through improved, aggressive and innovative marketing techniques; and
- Establish and maintain interactive subscription fulfillment/accounts receivable system.

The required services are described in [RFP Sections 1.2 and 3.0](#).

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. The contractor will not be paid by the State for services rendered under this contract except as paid per unit for the specific products as proposed by the contractor in Attachment 5 hereof.

### 1.2 BACKGROUND

The OAL is an agency within the Executive Branch of New Jersey State government. A primary responsibility of the OAL is to oversee the rulemaking process in New Jersey beginning with the filing and review of administrative rules, publication of the Register and the Administrative Code and the servicing of Register and Code subscribers.

On December 28, 1993, Assembly Bill No. 2110 was signed into law amending the Administrative Procedure Act (N.J.S.A. 52:14B-1 et seq.), specifically section 7 concerning the publication of the Register and Code. Pertinent provisions of the amended law clarify that the Register and Code are under the control and direction of the OAL regardless of the method or medium chosen to store, maintain and distribute and that the publication, sale and distribution of these publications by contractual or licensing arrangements shall ensure the widest dissemination possible (see Appendix 3, OAL Statutory and Regulatory Authorities).

The State currently has a contract, effective January 8, 1995 (On-Demand Publishing of the New Jersey Register and Code) to publish the Register and Code. This RFP represents the re-bid of that contract, hereinafter, "current contract". Bidders who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the World Wide Web. The applicable "T" reference number for this lookup is T-1403. The exact web address is:  
<http://www.state.nj.us/treasury/purchase/contracts.htm>.

## 1.2.1 RULEMAKING PUBLICATIONS

### 1.2.1.1 NEW JERSEY REGISTER

The Register is the official Journal of State Agency Rulemaking in New Jersey. All Executive Branch agencies are required to publish notice of rule promulgations in the Register. (See Appendix 4, List of Agencies with Rulemaking Authority.) With the exception of emergency rules or rules effective upon filing with the OAL pursuant to specific statutory authorization, a new or amended rule is not effective until public notice is first published in the Register.

All State agency rulemaking activities must be submitted to the OAL for review of technical, substantive and legal conformance with the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the Office of Administrative Law Rules for Agency Rulemaking, N.J.A.C. 1:30. (See Appendix 3.) Thus, rulemaking activities such as petitions for a rule, pre-proposals for a rule, and all rulemaking proceedings to promulgate a rule are submitted to the OAL.

The Register is published semimonthly and contains all proposals and adoptions of rules promulgated pursuant to the Administrative Procedure Act. The Register also contains public notices, Executive Orders, Reorganization Plans and Rulemaking Calendars. The contents of the Register are divided into two (2) main sections: Rule Proposals, which include the full text of all proposals, arranged by agency name and proposal subject, and Rule Adoptions, which include the full text of all adoptions, likewise arranged by agency name. Each Register includes a Table of Rulemaking in that issue. (See Appendix 5, November 17, 2003 issue of the Register.) A copy of the Register issue may be obtained by contacting the buyer identified in RFP Section 1.3.1.

The Register also provides a cumulative Index of Rule Proposals and Rule Adoptions, which lists all rule proposals from the preceding 12 months that have not been adopted by the agency and all adoptions that have not yet been integrated into the New Jersey Administrative Code. The introductory text of the Index includes the date of the current update to the Administrative Code. Proposals that are not adopted within one year of publication expire and are deleted from the index. This listing is arranged by agency, and therein by N.J.A.C. citation order. The listing includes a brief description of the rule, the volumes and pages of the Registers in which the proposal and adoption were published, and a document citation. The entries of adopted rules in the cumulative index, together with the contents of the Code, constitute all effective, adopted rules. The index is published in each issue of the Register.

### 1.2.1.2 NEW JERSEY ADMINISTRATIVE CODE

In addition to being the statutorily designated means of rule promulgation, the New Jersey Register is an integral part of the Administrative Code. Cited as N.J.A.C., the Code is an ongoing compilation of all administrative rules adopted by State executive agencies required to promulgate rules pursuant to the Administrative Procedure Act. Public notice in the Register of impending rule changes is the first step toward changing the Administrative Code. Judicial notice is taken of both the Register and the Administrative Code. Accuracy is imperative.

The Administrative Code is the official publication of rules promulgated by New Jersey State agencies. Published in a double column, 8 ½ inch by 11 inch loose-leaf format (see Appendix 6, sample Code page), the 33 volume Code is updated twice monthly with the rule changes published in the preceding issue of the New Jersey Register. Twenty-four supplements are issued each year which consist of replacement pages for those rules that have been added or amended. Each agency's body of rules is codified in a Title of the Code. (See Appendix 7, Code Titles, and Prices; Appendix 8 lists the number of pages in each Title.) Each title contains a chapter table of contents and an index. Each individual chapter likewise contains a table of contents. The Code is annotated to provide the reader with a complete context in which to analyze the rules. Annotations include:

1. Legislative authority for the rulemaking;
2. Source and effective date of the rules;
3. Chapter expiration dates;

4. Historical notes which discuss prior chapter-wide regulatory activity;
5. Section annotations which discuss prior regulatory activity for each section;
6. Case notes of salient New Jersey court cases and quasi-judicial administrative decisions, and Formal Attorney General Opinions. The case notes reflect decisions rendered beginning September 1, 1969 which cite the Administrative Code; and law review and journal commentary notes.

The Administrative Code is divided and cited by title, chapter, subchapter, section, subsection, paragraph and subparagraph. As an example, N.J.A.C. 1:1-1.1(a)1i denotes title 1, chapter 1, subchapter 1, section 1, subsection (a), paragraph 1, subparagraph i. Although the number is undetermined, there are rules in the Administrative Code that are broken down further than this basic codification scheme. Ideally, the section (N.J.A.C. 1:1-1.1) is the basic unit of a rule and addresses a single regulatory concern. One or more sections constitute a subchapter (N.J.A.C. 1:1-1). The subchapter addresses a broader area of regulation and is generally a major subdivision of a particular agency program or statutorily-designated power. The chapter (N.J.A.C. 1:1) is the unit of authority for all the rules promulgated for a specific agency program or regulatory area.

## **1.2.2 RULE PROMULGATION PROCESS IN NEW JERSEY**

### **1.2.2.1 PROPOSAL PROCESS**

Rulemaking is a two-step process. The first step requires publication of a notice of proposal (proposal) in the New Jersey Register, which affords opportunity for public input by mandating a minimum of 30 days to comment upon proposed new rules and proposed amendments to existing rules. A 30-day comment period is permitted for a proposal published in keeping with an agency's current rulemaking calendar published in the Register or if the proposal qualifies for one of four statutory exceptions to inclusion in a rulemaking calendar; a fifth exception, providing a 60-day comment period on a proposal, has come to be used by agencies for almost all proposals. Agencies on occasion provide comment periods greater than 60 days or extend a previously announced comment period. Accompanying each proposal is a Summary statement explaining the proposed changes or new rules; Social, Economic, Jobs, Agriculture Industry, and Smart Growth Impact statements; a Federal Standards Statement or Analysis; a Regulatory Flexibility Statement or Analysis regarding the proposal's impact upon small business within New Jersey; and, in the case of Department of Environmental Protection proposals, an Environmental Impact statement. Publication of this information provides full and meaningful notice to the public and is required by the Administrative Procedure Act and, as to the Smart Growth Impact statement, Governor's Executive Order No. 4 (2002). The New Jersey Legislature is often concerned that the regulated public be provided adequate notice of agency rulemaking actions and occasionally introduces bills requiring additional, more comprehensive statements to accompany rulemaking notices.

The proposal process begins with an agency submitting a notice of proposal to the OAL for filing. (See Appendix 10, Notice of Proposal as Filed with OAL.) The rule activity may consist of a proposed new rule, a proposed amendment to modify, alter, or revise an existing rule, a proposed repeal, or a proposed re-adoption of an existing rule. In all instances, the proposal procedure is required. The OAL receives between 500 and 650 proposals a year. The size of such proposals ranges from a few pages to several hundred in length. It is through the proposal process that those affected by a possible rule, and the public in general, are given the opportunity to comment on the rules and their effects.

The public is encouraged to submit written comments on proposed rulemaking that affects its interests. In some cases, State agencies hold public hearings to elicit the widest possible range of public input. At these hearings, any interested person may ask questions about, or give testimony for or against, a proposed rulemaking. Deadlines for written comments and dates, places and times of public hearings, if any, accompany the notices of proposal.

Certain procedures must be followed in the submission of proposals to the OAL and certain requirements met in the preparation of the notice of proposal. All material to be deleted must be bracketed and all material to be added must be underlined (to be published in boldface in the Register). Proposals must be submitted:

- By 12:00 noon on the proposal deadline established by the OAL;
- In the original, with two (2) copies;
- Double-spaced, with 1 ½ inch margins, justified left; and
- On one side of 8 ½ by 11 inch paper.

The notice of proposal includes:

1. The Code Title affected and the name of the proposing agency;
2. A descriptive caption of the subject(s) of the rulemaking;
3. The N.J.A.C. citation of any proposed readoption, amendment, repeal or new rule;
4. The name of the authorizing agency head or promulgating entity executive officer;
5. A citation to the specific legal authority authorizing the proposed rulemaking;
6. A rulemaking calendar reference;
7. A proposal number (PRN) assigned by the OAL;
8. An announcement of the public's opportunity to be heard which includes: when, where, how and to whom persons may present their views; whether comments and inquiries will be accepted orally or in writing; where, when and how persons may attend public hearings, if any; and the notice must provide a comment period of at least 30 days from the date of publication, but the agency may provide a longer comment period if necessary to qualify for a rulemaking calendar exception or if it otherwise wishes;
9. A Summary statement that includes: a summary of the proposed rule's subject matter; a clear and concise explanation of the rule's purpose and effect; why this action (amendment, repeal, new rule or readoption) is necessary; and additional information regarding the regulatory history of the proposal;
10. A Social Impact statement that includes: an explanation of the social effect of the proposal; who is affected (public, agency, specific population); how large a group is affected; the nature of the social impact; the projected reaction to the rule; an explanation of the positive or negative consequences to various parties involved; and the social conditions which may have precipitated the rule;
11. An Economic Impact statement that includes: an explanation of who the proposal affects economically; statistical information wherever possible; how the proposal may affect funding sources; a clear economic effect on the public, if any; an economic effect on implementing agencies or other agencies, such as any administrative cost; and any social or monetary savings;
12. A Federal Standards Statement or Analysis that includes: a discussion of whether there are any Federal standards or requirements applicable to the rulemaking subject and, if so, whether such standards or requirements are exceeded; if the standards or requirements are exceeded, an explanation of the policy basis for exceedance and a cost-benefit analysis supporting the exceedance are provided;
13. A Jobs Impact statement providing an assessment of the number of jobs to be generated or lost if the proposed rule takes effect;

14. An Agriculture Industry Impact statement setting forth the nature and effect of the impact of the proposed rule on the agriculture industry;
15. A Regulatory Flexibility Statement or Analysis: Rules which impose reporting, recordkeeping or other compliance requirements on small businesses include a regulatory flexibility analysis, which describes the methods used to minimize any adverse economic impact on small businesses;
16. A Smart Growth Impact statement describing what impact the proposed rule will have in the achievement of smart growth and the implementation of the State Development and Redevelopment Plan; and
17. The properly prepared text of the proposed rule.

The Summary and statements are not part of the rule but are integral parts of the proposal and as such may be used in interpreting the rule. The text of the rule must be coherent, understandable, detailed, and specific enough to identify who or what will be affected; how or when the effect will occur; what is being prescribed or mandated; and what, if any, enforcement mechanisms and/or sanctions may be involved. The text of any existing rule that is being amended must specifically indicate what provisions are being added or deleted and must identify any rule being repealed or renumbered. If the rules are being extensively recodified, a cross-reference table of old and new citations must also be submitted for publication.

The text of the rule must contain either the current New Jersey Administrative Code (N.J.A.C.) citation or a proposed Code citation. The citation "N.J.A.C. 1:30-2.2(a)8" represents the following information: Title 1, chapter 30, subchapter 2, section 2, subsection (a), paragraph 8.

If charts, maps, diagrams, forms, graphs or technical/chemical listings are to be published as a part of the proposal, these items are submitted in camera-ready or digital form. Digital form is the preferred format for each item to be published. Letter-quality computer copies or Mylars are also acceptable; however, photocopies are not accepted for reproduction purposes. There are approximately 700 pages in the Code containing charts, maps, diagrams, forms, etc.

Appendices include only material which clarifies, illustrates or explains a rule. For example:

1. Technical requirements or specifications;
2. Instructions;
3. Formulas;
4. Forms;
5. Examples of hypothetical cases;
6. Reprints of regulations, statutes, forms, or other matter originating elsewhere;
7. Lists of offices, with addresses and hours of business; and
8. Analyses or explanatory material regarding a rule, which may contain a rationale or derivation of the rule.

The OAL determines whether appendices are regulatory or non-regulatory. If an appendix is regulatory, it must be incorporated by reference into the text of the rule. If the appendix is non-regulatory, but informational, the appendix may simply be cross-referenced in the text of the rule. All appendices are published in both the Register and Code.

#### A. Additional Format Requirements for Specific Proposals

1. Proposed amendments: The copy for publication includes the entire section of the rule proposed for amendment. If changes are not proposed for any subsection, paragraph or subparagraph within the section, "(No change)" is indicated. Deletions of current text are shown in brackets [thus]. New text is underlined, indicating boldface print, thus.
2. Proposed new rules: Proposed new rules made up of whole subchapters or chapters are submitted without underlining, if no amendments to existing rules are included in the proposal. All other proposed new text, such as sections or subsections, is submitted with underlining thus, indicating boldface print.
3. Proposed readoption pursuant to N.J.S.A. 52:14B-5.1: For a proposed readoption without amendments, the chapter where one can find the existing rules in the Code is referenced. For a proposed readoption with amendments, proposed changes are indicated by bracketing and/or underlining and only those rules being amended are submitted, in the format under 1.2.2.1.A.1 above.

#### B. Procedural Requirements for the Proposal Process

1. The Register Publication Schedule is prepared annually, in October, by the OAL, and includes the proposal deadline for each issue of the Register. (See Appendix 9.) The proposal deadline is approximately one month before Register publication. The listing of proposal deadlines by issue of publication allows an agency to schedule rulemakings for specific Registers.
2. A proposal must be submitted to the OAL, Division of Administrative Rules, by 12:00 noon of the appropriate proposal deadline in order to ensure publication in the desired issue of the Register. Unless a late submission is approved by the Division Manager, untimely submissions are published in a subsequent Register, and proposals that do not satisfy OAL procedural or publication requirements will be held pending resolution of deficiencies.
3. An original and two (2) copies of the notice of proposal are submitted.
4. A proposal must be adopted and filed with the OAL within one year of the proposal's publication in the Register. If the proposal is not adopted and filed within the one-year period, the proposal expires. If the agency seeks to pursue rulemaking activity on this subject after the one-year period, it must resubmit the proposed rule and comply again with Administrative Procedure Act notice and opportunity to be heard requirements.
5. Notices of correction to a published proposal, withdrawal of a published proposal, a formal extension of a comment period for a proposal, a public hearing on a published proposal, and pre-proposals are all published in the proposal section of the Register, and, therefore, must be received by the proposal deadline.

#### C. Publication of Proposal in the New Jersey Register

Once the Rules Analyst review is complete and the Division Manager has reviewed and approved the proposal notice, significant changes are listed on a cover memorandum to the Administrative Practice Officer (APO) and the proposal is date stamped "filed" and is considered accepted for publication. (See Appendix 11.) This acceptance is reflected by a date entry in the Proposal Registry maintained by the OAL.

A copy of the "worked-up" proposal is then forwarded to the Editor for processing to the current contractor's typesetting subcontractor for publication in the Register. The OAL also sends a "worked up" copy of the proposal to the agency APO with the APO cover memorandum indicating changes made by the OAL to the proposal notice and a date upon which the proposal may be adopted by the agency. (See Appendix 12.) Another copy of the "worked-up" proposal with documents related to changes and Rules Analyst or Division Manger review notes, if any, is attached to the original proposal which becomes the official proposal file. Proposal files are maintained in departmental order and are retained for at least three (3) years. A Certificate of Proposal, Adoption and Promulgation is

prepared by the OAL. (See Appendix 13.) The first part of the certificate is completed and sent to the agency APO with a copy of the proposal as published in the Register. (See Appendix 14.) The agency compares the published text with the “worked up” copy and contacts the OAL regarding inconsistencies, errors or questions. If the errors are substantive, reproposal is necessary. If it is determined that the errors are not substantive, the text may be corrected upon adoption.

### 1.2.2.2 ADOPTION PROCESS

The second step in the rulemaking process is the adoption phase. After the public comment period on a proposed rule has ended, the agency is required to consider fully all comments received. The agency must summarize and respond to the comments and prepare for publication in the Register an adoption notice containing the comments, responses and text of the adopted rule. The adopted rule becomes effective upon publication in the Register.

The adoption of a rule is the final agency action on the proposed rule whereby the rule is officially approved and authorized for promulgation by the agency. To “promulgate” means to proclaim officially and thereby render effective a new rule, amendment or repeal which has been duly adopted by an agency and filed with the OAL. The promulgation date of a rule is its effective date. The OAL receives between 500 and 600 adoption notices a year. The size of such adoption notices varies from a few pages to several hundred in length.

A proposed rule cannot be adopted by an agency or filed with the OAL until the end of the minimum comment period required under the Administrative Procedure Act, or any longer comment period provided by the proposing agency, or 60 days after the submission of the proposed rule by the OAL to the Office of Legislative Services, whichever is later.

The list of adoption deadlines is prepared annually, in October, by the OAL and sent to each agency APO. (See Appendix 9, New Jersey Register Publication Schedule). An adoption must be submitted to the OAL, Division of Rules and Publications, by 12:00 noon on the adoption deadline date. The adoption deadline is approximately three (3) weeks before Register publication. Unless a late submission is approved by the Division Manager, untimely submissions are published in a subsequent Register and adoptions that do not satisfy OAL procedural or publication requirements are held pending resolution of deficiencies. For each adopted rule, the agency submits a Certificate of Proposal, Adoption and Promulgation, with Part II completed, and an original and two (2) copies of a notice of adoption (see Appendix 15) which includes the following:

1. The Code Title affected and the name of the adopting agency;
2. The subject of the rule;
3. The N.J.A.C. citation of the adopted readoption, amendment, repeal or new rule;
4. The date and Register citation of the proposal;
5. The date the agency head or promulgating entity adopted the proposed rule and the name of the agency head or promulgating entity executive officer;
6. The filing date and whether or not the proposal has been filed with changes upon adoption;
7. A citation to the specific legal authority authorizing the adopted rulemaking;
8. The effective date(s):
  - For amendments, new rules or repeals, the effective date is the date of publication in the Register;
  - For readoptions that have been filed prior to their expiration, the effective date is upon filing;
  - For readoptions that have been filed after their expiration, the effective date is the date of publication;

9. The operative date of the rule, if later than the date of promulgation in the Register;
10. The expiration date pursuant to N.J.S.A. 52:14B-5.1 of the chapter of which the adopted rule is a part, or, if a new chapter, a date calculated at no more than five (5) years from the effective date of the rule;
11. If a public hearing was held on the proposal, a Summary of Hearing Officer Recommendations and Agency Responses;
12. A summary of Public Comments and Agency Responses which describes the issues, questions, and points of controversy raised by the public and other agencies during the public comment period. The comments and the agency's response are summarized, and if the agency has made changes in the rule as a result of the comments, the reasons for doing so. Where there is a large number of comments, the comments and responses may be numbered;
13. A summary of changes made between proposal and adoption with reasons for changes and why the changes are not so substantive as to require reproposal. If changes upon adoption are discussed in the responses to comments, this summary may be limited to agency-initiated changes;
14. A Federal Standards Statement or Analysis (see 1.2.2.1 above); and
15. The rule text of only those sections in which a change occurs between proposal and adoption. The entire section is reproduced by the agency including the original proposed changes as adopted, eliminating the original bracketed text and underlining. Only the changes being made upon adoption are bracketed with asterisks and underlined with asterisks, where applicable.

Once the Rules Analyst review is complete and the Division Manager has reviewed and approved the adoption notice, the adoption is stamped "filed" and is considered accepted for publication. This acceptance is reflected by a date entry in the Adoption Registry maintained by the OAL. A copy of the "worked-up" adoption is then forwarded to the publication staff for processing to the contractor's typesetting subcontractor. (See Appendix 16.) All documents relating to the notice of adoption, including memoranda, notes, etc., from the proposal file, are maintained in the original document file (Rd file), which are ultimately transferred to microfiche for the OAL rulemaking archives.

Once the rule is approved for publication, the rule is considered officially filed as of the date and time the notice of adoption was originally received by the OAL.

After the adopted rule is published in the New Jersey Register, the OAL completes Part III of the Certificate of Proposal, Adoption and Promulgation. (See Appendix 17.) The original Certificate is retained in the Rd file; a copy is made for the departmental file and another copy is sent to the promulgating agency for its records. The agency proofreads the Register notice published text and consults with the OAL regarding the correction of errors or questions, if any. The agency also proofreads the twice-monthly Code updates and advises the OAL of any errors, which are corrected through a notice in the next Register. Amended pages are issued in the following Code update.

#### A. Adoption of Part of a Rule Proposal with Portions Pending

On occasion, an agency wishes to partially adopt a proposal. If the agency wishes to adopt part of a proposal and leave part of the proposal still pending, it is necessary to cite all sections that are being adopted and those sections which are not adopted but still pending. The adoption with parts pending is explained in the Summary of Public Comments and Agency Responses or elsewhere in the notice and the pending portions cited in the notice heading.

#### B. Non-Adoption of Part of a Rule Proposal

If the agency has decided that it will not adopt part of a proposal, this is explained in the Summary of Public Comments and Agency Responses or elsewhere in the notice and the unadopted portions cited in the notice heading.



### C. Adoptions and Proposals to the Same Text

When an agency has, within a short period of time, adopted one or more proposals dealing with the same specific subject matter or affecting the same provisions of a recent proposal, the agency must identify in the notice of adoption the New Jersey Register issue and citation to the previous adoption(s). This information is critical when an agency adopts a rule and concurrently proposes amendments to that rule.

### D. Other Noteworthy Activity

In order to ensure that all rulemaking activity is included in the notice of adoption, the agency must note in the notice any extensions of comment periods, public hearings, corrections to the proposed rulemaking published in the Register prior to adoption, pre-proposal notices, and gubernatorial waivers of chapter expiration dates. All of these activities are a part of the rulemaking record and are annotated in the Code.

## 1.2.2.3 HYBRID RULEMAKINGS

### A. Emergency Adoptions

An emergency adoption departs from the normal rulemaking requirements of the Administrative Procedure Act in that the comment period is suspended and an agency may adopt the rule without prior notice if the agency finds, and the Governor concurs in writing, that an imminent peril to the public health, safety or welfare exists which warrants suspension of the requirement for prior notice. An emergency adoption is effective for 60 days upon filing with the OAL.

If an agency wishes to render the provisions of the emergency rule effective beyond the 60-day period, it can concurrently propose the rule at the time the emergency adoption is filed. This procedure is in conformance with the normal rulemaking process, and thereby triggers the "opportunity to be heard" feature of the Administrative Procedure Act. Proposals concurrent with an emergency adoption are subject to a 30-day comment period, as a statutory exception to the rulemaking calendar requirements. Most emergency rule adoptions are submitted with a concurrent proposal.

The concurrent proposal must be adopted and filed with the OAL no later than the 60th day after the emergency adoption in order to continue in effect the provisions of the emergency rule. If an agency decides not to adopt the concurrent proposal prior to the expiration of the emergency rule, the "pre-emergency" text of the rule, if any, automatically revives, provided that the pre-emergency text has not expired. The adoption of the concurrent proposal is effective upon filing with the OAL unless it is filed after the expiration date of the emergency adoption, in which case, the adoption of the concurrent proposal is effective upon publication of the notice of adoption of the concurrent proposal in the Register.

Any changes to the adoption are effective upon publication.

As with proposal notices, an emergency adoption and concurrent proposal takes the form of a notice and includes a Summary; Social, Economic, Jobs, Agriculture Industry, and Smart Growth Impact statements; a Federal Standards Statement or Analysis; a Regulatory Flexibility Statement or Analysis; and the text of the rule. The adoption of the concurrent proposal must also comply with the requirements of the adoption procedure. The filing, logging, review and recording procedures for proposal and adoption notices discussed above apply to emergency adoptions filed with concurrent proposals.

Notices of emergency adoption are published in a separate section of the Register entitled "Emergency Adoptions."

## B. Special Adoptions

From time to time, the Legislature provides statutory authorization for an agency to promulgate rules "notwithstanding the provisions of the Administration Procedure Act." These rulemakings, which the OAL has termed "special adoptions," are effective upon filing with the OAL, and are usually of fixed duration by statute (for example, six months, one year, 18 months). For special adoptions of less than one year duration, the notice of special adoption usually also includes a concurrent proposal so that the rulemaking can have permanent effect. A notice of special adoption and concurrent proposal is very similar in form to a notice of emergency adoption and current proposal as discussed in 1.2.2.3.A above.

Notices of special adoption are published in a separate section of the Register entitled "Special Adoptions."

## C. Sunset or Expiration of Rules - Executive Order No. 66 (1978)/N.J.S.A. 52:14B-5.1

Executive Order No. 66 (1978) provides that all rules adopted after May 15, 1978, shall include an expiration date (sunset date) which is no later than five (5) years from the effective date of the rule. The Executive Order was issued to discourage excessive agency rulemaking by requiring a reflective rulemaking review to eliminate unnecessary, redundant, confusing or unreasonable rules. N.J.S.A. 52:14B-5.1, effective July 1, 2001, provides that all rules shall have an expiration date of July 1, 2006, unless an earlier expiration date has been established (as was the case for the great majority of rules). Expiration dates are assigned at chapter level in the Code and apply to all rules in the chapter. To maintain the effectiveness of a chapter, it must be proposed, adopted and filed with the OAL prior to its expiration date. This process is called readoption. The readoption process is the same as regular rulemaking and must comply with the procedural requirements outlined above under proposal and adoption processes. If an agency submits a notice of proposed readoption to the OAL on or prior to the subject chapter's expiration date, the expiration date is extended by 180 days. The OAL sends quarterly expiration date notices to agencies advising them which chapters of rules have expired and those that will expire in the next 12 months. Expired rules are purged from the Code.

## D. Other Notices and Documents Published in the Register

The Register is also the forum for various other notices and official documents, including:

1. Executive Orders of the Governor;
2. Administrative corrections and changes to current text in the Code;
3. Petitions for rulemaking and agency action;
4. Rule pre-proposals by State agencies;
5. Notice of amendments to the county water quality management plans;
6. Notice of availability of grant funding from State agencies;
7. Notice of public hearings for information gathering;
8. Organizational rules;
9. Reorganization Plans issued by the Governor;
10. Notice of contract and common carrier applicants;
11. Rulemaking calendars; and
12. Upon request, notices of special interest from agencies to their regulated public.

#### 1.2.2.4 ADMINISTRATIVE CODE RESEARCH AIDS

- A. Full Code Index: The Full Code Index is a comprehensive, code-wide guide to the administrative rules of all State agencies. Arranged alphabetically by subject, each index entry provides the N.J.A.C. citation of the Title, Chapter, or Subchapter of the rules being researched. The Full Code Index is updated quarterly; between updates, a cumulative supplement appears after the Index, showing new entries since the last quarterly update. The Full Code Index is maintained in a separate Code volume, together with Executive Orders, Definition Table, Statute-to-Rule and Rule-to-Statute tables. (See Appendix 18.) The Full Code Index is also maintained by the current contractor on a database accessible on the Internet through subscription.
- B. Full Code Definition Table: A comprehensive listing of definitions in the entire Code is maintained in a separate Code volume, together with Executive Orders, the Full Code Index and Statute-to-Rule and Rule-to-Statute tables. This listing gives ready access by N.J.A.C. citation to definitions throughout the Code. The Full Code Definition Table is updated quarterly; between updates, a cumulative supplement appear after the Table, showing terms added since the last quarterly update. (See Appendix 19.)
- C. Full Code Statute-to-Rule Table: The Full Code Statute-to-Rule Table provides a comprehensive listing of New Jersey statutes, in New Jersey Statutes Annotated (N.J.S.A.) citation order, referenced as authority for a chapter or subchapter in the Code, specifying the N.J.A.C. citation of the chapter or subchapter in which the statutory reference appears as authority. This table is maintained in a separate Code volume, together with Executive Orders and the Full Code Index, Definition Table and Rule-to-Statute Table. (See Appendix 20.)
- D. Full Code Rule-to-Statute Table: The Full Code Rule-to-Statute Table provides a comprehensive listing of Code chapters and subchapters, by N.J.A.C. citation, referencing the New Jersey statutes, by N.J.S.A. citation, listed as authority for the chapter or subchapter. This table is maintained in a separate Code volume, together with Executive Orders and the Full Code Index, Definition Table and Statute-to-Rule Table. (See Appendix 21.)
- E. Executive Orders: The text of Executive Orders issued by the Governor of New Jersey, beginning with Governor Whitman in 1994, is maintained in a separate Code volume, together with the Full Code Index, Definition Table and Statute-to-Rule and Rule-to-Statute Tables. Lists of Executive Orders issued prior to 1994 are maintained for each administration by order number with a subject description. The current Governors' Executive Orders are included after a "Current Administration" tab, followed by the text of previous Governor's Executive Orders and lists of pre-1994 Executive Orders, after a "Prior Administrations" tab.
- F. Agency Titles: Each title of the Administrative Code contains a Title Table of Contents with chapter numbers and names, and a subject Index with appropriate N.J.A.C. citations. In addition, the first page of each chapter gives the chapter number and name, the statutory authority, the rulemaking source and effective date, and the rulemaking history of the chapter, plus a Subchapter Table of Contents by N.J.A.C. section.
- G. Title Indices: Each title of the Administrative Code includes an Index to the rules in that title. Arranged alphabetically by subject, each entry provides the N.J.A.C. citation of the chapter or subchapter of the rules being researched within the title. These indices appear at the end of each title, after a "Index, Definitions & Tables" tab.
- H. Title Definition Table: In addition to the research aids found within a title chapter, each title contains a Definition Table. This table is a comprehensive listing of the words defined in a particular title, giving ready access by N.J.A.C. citation to definitions throughout a title. The Definition Table appears at the end of each title, after the Title Index.

- I. Title Statute-to-Rule Table: The Title Statute-to-Rule Table provides a comprehensive list of New Jersey statutes, in New Jersey Statutes Annotated (N.J.S.A.) citation order, referenced as authority for a chapter or subchapter in the title, specifying the N.J.A.C. citation of the chapter or subchapter in which the statutory reference appears as authority. This table appears at the end of each title, after the Definition Table.
- J. Title Rule-To-Statute Table: The Title Rule-to-Statute Table provides a comprehensive list of the title chapters and subchapters, by N.J.A.C. citation, referencing the New Jersey statutes, by N.J.S.A. citation, listed as authority for the chapter or subchapter. This table appears at the end of each title, after the Statute-to-Rule Table.
- K. Rule Annotations: The Administrative Code contains annotations to rule changes at the appropriate rulemaking level. Annotations are guides to rule promulgations and administrative actions that have been published in the Register, and are important in reconstructing the textual history of rules.

Within a chapter, rule annotations immediately follow the text of rules at the section level. Each annotation provides historical information concerning changes to the rule, and includes the Register citations for the proposal and adoption notices, the effective date of the change, and for many annotations a brief description of the change. The history of rulemaking activity that involves the rules of an entire chapter, such as the repeal or readoption of a chapter, will be found in a Chapter Historical Note on the first page of the chapter, along with appropriate Register citations. Occasionally, historical notes are found at the subchapter level.

(Prior versions of rules may be obtained through the historical Code research service provided by the OAL. The historical Code is a compilation of all Code updates issued since the initial printing of the Code in 1972. In addition, an on-line historical Code database maintained by the current contractor provides for searchable access to versions of Code sections, with a version included for each Code update that included the section text. This database includes versions starting in July 1995.)

- L. Case Notes: Case Notes, for published decisions citing the Administrative Code, appear after each cited section, or in the chapter or subchapter head notes. The scope of these annotations includes decisions of the New Jersey Supreme Court and the Appellate Division of the Superior Court, State administrative law decisions, Federal decisions, and other applicable decisions.
- M. Law Review and Journal Commentaries: These annotations, at the chapter, subchapter or section level, reference law review and law journal articles that reference provisions of the Code.
- N. Chapter Expiration Dates: Expiration dates pursuant to N.J.S.A. 52:14B-5.1 appear in the Code on each chapter title page.
- O. Supplement Dates: At the bottom of each page in a Code title is a Supplement Date showing the most recent issuance of that page. This date, abbreviated as "Supp." followed by a date, denotes one of the twice-monthly updates to that Title. For example, Supp. 3-21-94 on the bottom of a page means that a new page was issued with the March 21, 1994 update.
- P. Valid Title Pages: At the front of each title, immediately following the Title Table of Contents, is a List of Valid Code Pages. This section is a listing of every page in the title and its current "Supp." date. By matching the Supplement Date on a page with the corresponding page number and date in the Valid Pages listing, the currency of any page in a title can be readily determined.

### 1.2.3 NEW JERSEY REGISTER PRODUCTION

#### 1.2.3.1 GENERAL INFORMATION

The New Jersey Register is published semimonthly, 24 issues a year. Printing specifications are set forth in 1.2.3.3 below. Depending upon the size of the issue, the Register is produced in one of two forms: perfect bound or saddle stitched. All issues over .24 inches in thickness are perfect bound; issues of .24 inches or less in thickness are saddle stitched. The OAL cannot predict the number of pages per issue (in 2003, the largest issue was 461 pages and the smallest was 127 pages), but the OAL estimates that 80 percent or more of the issues are perfect bound. The total number of pages published in 2003 was 5,634. The average press run per issue was 2,400 copies. (See Appendix 22 for Register pages published annually.) The front cover of each issue of the Register includes the last filing date of adopted rules included in the Register issue.

#### 1.2.3.2 PRODUCTION SCHEDULE AND CYCLE

##### A. Filing and Production Deadlines

The deadlines given under each processing step are for a normal cycle. Intervening holidays will create earlier deadlines at various points in a cycle, but generally, the total processing time remains constant. The editor prepares the publication schedule and production schedule, which are disseminated in October for the publication year beginning in January. (See Appendices 9 and 23, New Jersey Register Publication and Production Schedules.)

##### B. Rule Proposals

1. The proposal filing deadline is four (4) weeks prior to issue publication.
2. A proposing agency must submit in manuscript form, an original and two (2) copies of each proposal. Electronic versions on disk or CD-ROM may be submitted with the hard copy, and are requested for agency notices of 50 pages or more.
3. The Coordinator of Records or Program Technician enters each submitted proposal in the annual Proposal Registry and the rulemaking database, forwards a copy to the New Jersey Office of Legislative Services, and prepares a proposal list for internal distribution.
4. Each proposal is reviewed by a Rules Analyst and/or the OAL Division Manager for substantive, technical, and editorial content, and for compliance with statutory requirements and OAL rulemaking procedures.
5. After review, which may take up to ten (10) days, but typically takes three (3) to seven (7) days, a proposal approved for publication is given to the editor, who prepares a table of contents entry, and then forwards the hard copy to the current contractor's Register typesetter subcontractor (typesetter). Most proposals contain handwritten changes and additions. An unedited copy of each proposal and disks or CD-ROMs submitted with large proposals (50 or more pages of double-spaced manuscript) are forwarded to the typesetter prior to the completion of the proposal review to facilitate Register typesetting and composition.

##### C. Rule Adoptions

1. The adoption filing deadline is three (3) weeks prior to issue publication.
2. The Coordinator of Records or Program Technician checks each submitted adoption for proper documents, including a Part II completed and signed Certificate of Proposal, Adoption and Promulgation, attaches a copy of the proposal as published in the Register and the proposal file documents, enters each in the annual Adoption Registry and the rulemaking database, and prepares an adoption list for internal distribution.
3. Each adoption is reviewed by a Rules Analyst and/or the OAL Division Manager for changes upon adoption and for agency response to public comment.

4. After review, which typically takes one to five (5) days, an adoption approved for publication is given to an associate editor. Changes upon adoption are manually marked by an Associate Editor as inserts to the proposal hard copy, as published in the Register. Each reviewed adoption is forwarded to the typesetter for processing. Disks or CD-ROMs containing notices of 50 or more pages of double-spaced manuscript are sent to the typesetter prior to the completion of adoption review.
5. The typesetter maintains in electronic file by Register issue, all active proposals (proposals that have not been adopted). An agency has one year from the date of Register publication in which to adopt a proposal. Upon receipt of an adoption from the OAL, the typesetter changes the proposal file to conform with the approved adoption copy and adds submitted notice of adoption text to complete the adoption notice for publication.

D. Emergency and Special Adoptions

Emergency adoptions and special adoptions are not subject to the normal rulemaking process and may be filed at any time during a Register cycle. Usually, an emergency adoption is placed in the issue being processed at the time of filing; a special adoption is placed in the issue the adoption deadline for which occurs soonest after submission of the notice. Between five (5) and fifteen (15) emergency adoptions, and a similar range of special adoptions, are filed annually.

E. Notices

Miscellaneous notices of public information are filed no later than the adoption deadline for each issue. Most public notices are less than three (3) manuscript pages in length. The editor prepares a table of contents entry for each public notice.

F. Index of Rule Proposals and Adoptions; Register Table of Contents

The Index of Rule Proposals and Adoptions lists by Code Title, all active proposals and all adoptions, current administrative changes and/or corrections not yet incorporated into the Code. The index is prepared by the editor and is updated with each Register issue and is approximately ten (10) typeset pages in length. The editor prepares the table of contents for each issue of the Register from the reorganization plans, executive orders, proposals, adoptions, emergency/special adoptions, public notices and rulemaking calendars accepted for publication.

G. Typesetting

While not a requirement of the current contract, the current contractor decided to utilize a subcontractor to provide typesetting and composition services for the Register. Prior to the current contract, this subcontractor had, under contract with the OAL, typeset, composed, printed and bound the Register.

1. Typesetting is continuous throughout the Register cycle, with Register issues overlapping during the third week of a cycle.
2. Galley proofs are delivered daily to the associate editors by the typesetter and are normally returned the following day. The associate editors perform proofreading and keep a log of the proofread documents during each Register cycle. Minor content changes can be made on galleys.
3. All outstanding proposals, adoptions and other notices should be at the typesetter no later than 11 working days prior to issue publication date. Page proofs are received beginning 11 working days prior to issue publication. The associate editors check for document sequence, pagination, running heads and dates. Only final corrections are made at this point. The editor completes the table of contents and index insert (inserting appropriate page numbers and rule information). Page proofs of the Register layout include: table of contents, reorganization plans (if any), executive orders (if any), proposal section, adoption section, emergency adoptions (if

any), special adoptions (if any), public notices, rulemaking calendars, and index. Final copy day is ten (10) working days, or Monday, two (2) weeks prior to issue publication.

4. Tuesday, or nine (9) days, before issue publication date, PDF files of the Register are sent by the subcontractor to the contractor. Also, by overnight mail, a hard copy of the Register is sent to the contractor. The associate editors then check final corrections and proof the table of contents and the index of the final copy. The subcontractor sends all last minute corrections to the contractor by late Wednesday, or eight (8) days, before issue publication. The current production schedule requires that final copy be in manufacturing by Thursday noon or 6½ days prior to the issue publication date.
5. Specifications: Pagination is sequential for each annual volume of 24 issues. Page format is double column on 8 ½ by 11 inch trim. Text is set 8 points and 8½ points on 9 points of leading; major headings are 14-point boldface and subheadings are 10-point boldface.

### **1.2.3.3 REGISTER PRINTING**

Three (3) color cover (State colors: navy and buff; black type) with bleed, three sides, on stock; printed four sides, black. Notice type (non-heading): 8 narrative/8.5 rule text. Pages: black ink on white offset, grade #4. Trim size: 8½ by 11 inches. Average number of copies per printing, 2,400 for November 2002 through October 2003.

Under the current contract as implemented, the typesetter is responsible for transmitting the electronic version and the hard copy of the Register to the contractor.

Production scheduling/manufacturing is the responsibility of the current contractor. Registers are produced and mailed so as to be in subscribers' hands by the issue's publication date. The contractor handles all mailings and subscriptions.

### **1.2.3.4 REGISTER MAILING**

New Jersey Register publication dates are established on an annual basis. Each twice-monthly issue must be delivered to the appropriate postal facilities before the close of business on the last State working day prior to the publication date (for example, before the close of business on the Friday preceding Monday publication), to enable delivery to subscribers on the publication date.

The pre-established Register publication dates have an important legal significance. Pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., all rule proposals are subject to a minimum public comment period of 30 days. This statutorily prescribed, minimum time is measured from the publication date of each issue of the Register. In addition, the publication date of the Register is the effective date of all rules adopted in that issue of the Register. All State agencies rely upon the publication/effective date for implementation of their adopted rules. Therefore, in order to fulfill the APA comment and effective date requirements, the Register must be available on the publication date. (See Appendix 9, New Jersey Register Publication Schedule.)

## **1.2.4 NEW JERSEY ADMINISTRATIVE CODE PRODUCTION**

### **1.2.4.1 GENERAL INFORMATION**

The Administrative Code is a loose-leaf compilation of the administrative rules of the State's executive branch agencies. Twenty-six (26) Titles, plus Gubernatorial Executive Orders and the Full Code Index, Definition Table, Statute-to-Rule Table and Rule-to-Statute Table, constitute the Administrative Code. Contained in 33 volumes and totaling approximately 26,000 pages (8½ by 11), the Code is updated twice a month with replacement pages (Supplements) reflecting the rule promulgations in the two issues of the New Jersey Register of each month. In 2003, an average of 750 replacement pages were issued in each bimonthly Code update (approximately 10% to 15% of update pages are new pages, resulting in an absolute increase annually in the number of pages in the Administrative Code). The Code has continued to grow since first published. The OAL can neither forecast nor guarantee the volume of rulemaking activity.

#### 1.2.4.2 TWICE-MONTHLY UPDATE PRODUCTION SCHEDULE AND PROCESS

- A. The contractor must utilize a comprehensive and efficient system to incorporate into the Code the changes made by each issue of the Register through the timely publication of twice-monthly Code updates and updates of the Register and Code databases. As an example, the work in progress application for the Administrative Code utilized by the current contractor consists of the following applications and platforms:
- Statute Headings System (SHS) – This database houses the hierarchy of the Code. SHS is used to maintain that hierarchy and to navigate to individual administrative code sections. Functions on SHS allow additions, deletions, and accessing content. The SHS database is maintained in ADABAS in an OS 390 environment. User functionality is provided via a fat client user interface that interacts with the database. The code is C++ and PL/1.
  - The Statute Online System (SOS) is a client-server application that allows for the updating and manipulation of the Code content. Updates from registers are made available in SOS, and editing functionality is provided to allow users to make the necessary updates in the Code. Code is C++ and content files are maintained on Windows 2000 file servers.
  - Within SOS there is also functionality for verification of the updates that have been made. This is accomplished via before/after comparison reports, validations of structure and content, and processes for ensuring that all needed updates have been applied.
  - At the completion of the update cycle, all updated documents are transferred to the Integrated Database (IDB), an ADABAS database that contains all the publishable content. From IDB, print and Westlaw publishing processes are initiated. See 3.3.1 below for database specifications.
  - The Westlaw publishing processes (PL/1 programs) prepare the data for display and retrieval on Westlaw, the current contractor's Internet access subscription service. Processes create links, citations, copyright messages, currency messages, full text indexing and appropriate formatting of the content. Upon completion of these processes, content is loaded to Westlaw, verified, and released to external users.
- B. The text of the Administrative Code is published under a license from the OAL to the current Contractor, for which the contractor pays a fee.
- C. The preparation of each Code update proceeds simultaneously with the production of each Register issue. The notices of adoption from each Register are the key to the changed portions of the Administrative Code. Register adoption notices are arranged by individual title and sub-parts with the title, chapter, subchapter or section.
- D. The contractor shall insert all changes into the Code. The current contractor and typesetter subcontractor are faxed a copy of the list of adoption notices for each issue on the adoption deadline date. The current contractor is sent electronic Word files of adoption notices by the typesetter/subcontractor at least 12 days prior to issue publication date.
- E. All Code updates, prior to publication (electronic or print), are reviewed by the OAL editor and/or associate editors for accuracy and completeness of text and annotations.
- F. Editorial material: For new chapters, annotations for Authority, Source and Effective Date and Chapter Expiration Date and a Table of Contents are prepared and inserted at the beginning of new text. Chapter Historical Notes are created or revised for certain rulemakings. New subchapters require the preparation of annotations for Authority and Source and Effective Date, and an addition to the Chapter Table of Contents. Historical annotations are written and inserted after each new or amended rule section. Full Code and Title Index, Definition Table, Statute-to-Rule Table and Rule-to-Statute Table entries are created for chapters and subchapters. This editorial material shall be prepared by the contractor. The current contractor sends the Code updates as PDF files to OAL for review. OAL review includes: Authority, Source and Effective Date, and Expiration Date annotations, Chapter historical notes, and the Chapter Table of Contents, and the accuracy of new Code text and



annotations. Corrections are faxed back to the contractor timely to be inserted for the electronic Code update. The contractor prepares and updates the Full Code and Title Indices, Definition Tables, Statute-to-Rule Tables and Rule-to-Statutes Table for each Code update.

- G. The electronic Code version accessible through the Internet shall be updated concurrent with the publication date of each Register issue. The hard copy (print) of the Code update is generally published two (2) weeks later. The CD-ROM version is available quarterly.

#### 1.2.4.3 NEW ORDER FULFILLMENT; RENEWALS

Initial purchases of the Register and the Code are made directly from the current contractor on a prepaid basis. Prospective purchasers of either publication submit orders and payment to the current contractor, which then establishes the customer account, records payment and fulfills the initial order. Register and Code update subscriptions currently are for a one-year period; however, different subscription durations may be utilized. Timely renewal information is provided to subscribers by the current contractor so as to enable subscription continuation without lapse.

#### 1.2.4.4 SUBSCRIPTIONS UNDER CURRENT CONTRACT

As of November 2003, there were print subscriptions to 1,987 copies of the Register, 443 full sets of the Code, and 7,823 individual Code Titles, and CD-ROM subscriptions to 35 copies of the Register and 172 copies of the Code. The New Jersey Register Westlaw database was accessible to 1,681 Westlaw accounts, and the New Jersey Administrative Code Westlaw database was accessible to 4,743 accounts. For the period February through July 2003, Register and Code gross print and CD-ROM revenue was approximately \$1,000,000; gross revenue from Register and Code electronic access was approximately \$200,000.

#### 1.2.5 RULE TRACKING AND RECORDKEEPING DATABASE

The database and attendant programs utilized by the OAL were developed and installed by the current contractor. The database itself is in a DBASE IV format created with Paradox for Windows v. 5.0. The structure of the database consists of four (4) component databases:

1. A proposal/adoption database consisting of 113 named fields designed to allow for the inclusion of a great variety of information on a particular rulemaking record, from proposal through adoption;
2. A Register publication/production database of seven (7) fields containing, annually, document filing schedules and production deadlines;
3. A Code chapter expiration date database of five (5) fields containing the expiration dates for each Code chapter, along with relevant other information; and
4. An "agencies" database containing information on the various rulemaking agencies, including addresses, contacts, and agency abbreviations used in the entry of data via JetForm (see below).

The first component database is maintained through keyboard input of information as a rulemaking evolves; a new record is created upon the OAL's receipt of a notice of proposal, which begins the published rulemaking process. The other databases are updated through keyboarding as necessary.

Information is inputted into the database through the use of ten (10) forms, created through JetForm Design v. 4.0a. These ten (10) forms are input screens for the rulemaking databases maintained on the OAL's intra-agency server. (See Appendix 28 for paper composite screen shots showing, in full, each form's structure and content, duplicating what appears on screen when each form is opened.) The input process is controlled by using JetForm Filler v. 4.0a. The various form spaces, either automatically by using pop-up menus drawing from the database, or manually, are used to input certain types of field information into the database. Upon the submission of a notice of proposal to OAL, a new rulemaking record is created in the database, by the manual inputting of certain information through the "Proposal" form (Proposal.mdf). Once the proposal is published in the New Jersey Register, that proposal's record is pulled up using the same form, and the information conformed to the published proposal. Additional information concerning the

proposal is then entered into the database using the "Rule log" form (Rulelog.mdf). When the adoption of that proposal is published in the New Jersey Register, the database record for the proposal is pulled up into the "Adoption" form (Adopt.mdf) and adoption information entered. Additional information on the adoption is then entered using the "Rule log" form. The other forms used regularly are the "Expiration" form (Expirtn.mdf) used to update the list of Code chapter expiration dates, the "Publication Schedule" form (Pubsched.mdf) used to produce the annual publication filing deadline and production schedules, and the "Agency Maintenance" form (Agency.mdf) used to keep track of various information about rulemaking agencies. The three (3) remaining forms (Apomemo.mdf, by which the OAL would send a finalized version of the proposal to agencies; Certifct.mdf, by which the OAL would send a published version of the proposal, and by which agencies would formally adopt proposals; and Rlstatus.mdf, which would be used to keep track of the status of a rulemaking in its processing by the OAL) are currently not used, but would be used in a future implementation of an electronic document filing system.

The system was designed to enable information within the database to be extracted as reports by the use of Report Generator, constructed and run using Video Soft's VSVBX v. 5.00 (1994), running with Visual Basic v. 3 and Crystal Reports. By means of a pop-up menu, one of 25 different reports (designed for the OAL by the current contractor) can be generated, drawing on the four (4) databases described below. Seventeen of the reports (10 for adoptions, 7 for proposals) draw on information in the proposal/adoption database; five (5) of the reports draw on the expiration database; one draws on the "agencies" database; and two (2) draw on the Register publication/production database. When one clicks on a particular type of report in the pop-up, the program provides read-only access to the database from which the report shall be drawn. Then, clicking on a button to generate the report, the information is extracted and depicted as ready for printing in a prescribed format, including the State seal and appropriate headings. This program is used to produce and print quarterly rule chapter expiration date listings, projecting one year in advance, which the OAL distributes to the rulemaking agencies. This program is also used to provide reports from which the OAL extracts statistical information on a per agency and per Code title basis.

Access to the database and its appurtenant programs is limited to designated staff of the Division of Administrative Rules and to OAL Management Information Systems (MIS) staff. As of October 2003, the database contains 44.9 megabytes of information, and resides on the OAL's Dell Power Edge 4300 network server using the Windows NT 4.0 operating system.

The system described above is currently used and database inputting kept up to date by the OAL. However, in upgrading the OAL's personal computer operating systems to Microsoft Windows 98, the Report Generator function was lost as incompatible with that 32-bit system. The current contractor is working with the OAL to update the system by duplicating the JetForm inputting capabilities and the Report Generator functions using Microsoft Access 2000, without disturbing the database information. The OAL anticipates operation of this upgraded system prior to the end of the current contract, in which case the contractor under the contract resulting from this RFP shall be responsible for maintenance and upgrading of the system as necessary. Should the system not be fully operational as of the effective date of said contract, the contractor shall also be responsible for completing the update, or providing an equivalent system compatible with the existing databases.

### **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:

Attn: Barbara Dombroski  
E-Mail: Barbara.Dombroski@treas.state.nj.us

During the conduct of this RFP and until contract award, 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 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES**

The cut-off date for questions and inquiries relating to this RFP is October 29, 2004. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1 of this RFP for further information).

**1.3.1.2 QUESTION PROTOCOL**

Questions must be submitted via e-mail to the assigned Purchase Bureau buyer. Written 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.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer; however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, by e-mail or letter, or by telephone concerning this RFP.

**1.3.2 MANDATORY SITE VISIT (NOT APPLICABLE TO THIS PROCUREMENT)**

**1.3.3 MANDATORY PRE-BID CONFERENCE (NOT APPLICABLE TO THIS PROCUREMENT)**

**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:**

<b>DATE:</b>	<b>November 18, 2004</b>
<b>TIME:</b>	<b>2:00 PM</b>
<b>LOCATION:</b>	<b>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</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/faqdirs.htm">http://www.state.nj.us/treasury/purchase/faqdirs.htm</a>

**1.3.5 DOCUMENT REVIEW ROOM (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 WEBSITE. 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**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer 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.

**All-Inclusive Firm, Fixed Price** - A rate including all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, travel, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in the rate. It shall include normal work breaks but shall not include meals. No additional fees or costs shall be paid by the State unless there is a change in the scope of work entailing additional all-inclusive hourly rate hours.

**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.

**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.

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

## 2.2 CONTRACT SPECIFIC DEFINITIONS

**Administrative Practice Officer or APO** - Person with rulemaking responsibilities who serves as liaison between a State agency and the OAL.

**Code** - New Jersey Administrative Code.

**Coordinator of Records and/or Program Technician** - The two employees of the OAL Division of Administrative Rules who share responsibility for the intake of notices submitted for Register publication, the processing of reviewed notices to the Editor/Associate Editors, records retention, and the performance of research in the maintained records in response to State agency and public inquiries.

**Editor** - The OAL supervisory employee in the Division of Administrative Rules directly responsible for proofing and editing of typeset Register and Administrative Code material, performed by the Editor.

**OAL** - Office of Administrative Law.

**OAL Division Manager** - The Manager of the OAL Division of Administrative Rules, responsible for overseeing the Division's operations including intake of notices for Register publication; review of notices; reviewed notice processing and records retention; and proofing and editing of typeset Register and Administrative Code material.

**Rd file** - The permanent record of an adopted rulemaking maintained by the OAL Division of Administrative Rules, identified by the "R. (year) d. (sequential number)" identifier assigned by the Division upon receipt of a notice of adoption.

**Register** - New Jersey Register.

**Rules Analyst** - An OAL employee within the Division of Administrative Rules responsible for reviewing, editing and issuing resolution on notices of proposals and adoption and other public notices.

## 3.0 SCOPE OF WORK

### 3.1 OAL POLICIES/GOALS

The OAL has identified the following policies and goals for this RFP.

#### 3.1.1 POLICIES

- The OAL will fulfill its statutory mandate to oversee the rulemaking process and maintain control over the rulemaking contents of the Register and Code.
- Rulemaking contents of the Register and Code will provide the public with no less information or detail than that currently provided through existing publication formats.

#### 3.1.2 GOALS

- Award a contract for the official publication of the Register and Code which allows the OAL to contract for production and customer services responsibilities.
- Achieve creation/continuation of electronic databases of the Register and Code, to be utilized in the publication process.
- Achieve creation/continuation of electronic databases of the Register and Code for archival purposes, and to provide Internet access to the public and State agencies, on subscription/transaction fee and limited free access bases as described herein.

- Achieve electronic transmission of rulemaking documents between the OAL and the contractor, and, ultimately, between State agencies and the OAL in the rulemaking process.
- Provide for indexing, cross-referencing and annotation of the Code.
- Achieve wider dissemination of the Register and Code through an aggressive marketing plan.
- Minimize the delay, inherent in the use of traditional print technology, in the publication of supplements to the Code.
- Maintain effective cost control of the Register and Code to enhance public accessibility of these publications.
- Maintain continued support of the New Jersey OAL rule promulgation function through licensure fees.

The OAL requires contractor input on these goals and any other aspects of the project that the contractor believes would enhance a comprehensive production and distribution system of the Register and Code.

### **3.2 PUBLICATION OF THE NEW JERSEY REGISTER AND NEW JERSEY ADMINISTRATIVE CODE**

The contract resulting from this RFP shall be for the official publication of the Register and Code in both hard copy and through electronic media. The contractor shall place the Register and Code onto an electronic database or databases for on-demand printing and electronic dissemination of both publications, or to maintain and augment as necessary the Code and Register databases created by the current contractor and which are the property of the OAL under the current contract. An essential element of the Register and Code databases shall be a complete and integrated research capability, with accessibility through multi-level queries.

#### **3.2.1 MARKETING OF REGISTER AND CODE**

In consultation with the OAL, the contractor shall implement the marketing strategy set forth in its response to this RFP. (See 4.4.2.4 below.) To promote the marketing of the Register and Code, the OAL shall, on its home web page, provide a prominently displayed link to the contractor's web site for Register and Code product and subscription information.

#### **3.2.2 RESEARCH CAPABILITY**

The contractor shall create New Jersey Administrative Code and Register databases, or continue and maintain the current Code and Register databases, with universal search capability, accessible at a minimum by the following queries: N.J.A.C. and N.J.R. citations, subject matter, key words, and related terms, and also with the capability of progressively narrowing or broadening research requests. Search results shall be downloadable as Code sections and Register notices in Microsoft Word and Corel WordPerfect word processing formats. Solutions shall include ways to ensure that the electronic database(s) to be developed has search capacity that is capable of modification to future needs. This research capability shall be available twenty-four hours a day, seven (7) days a week.

The contractor shall also continue at the current level of detail the comprehensive Full Code Index, Definition Table, Statute-to-Rule Table and Rule-to-Statute Table; the indices, Definition Tables, Statute-to-Rule Tables, Rule-to-Statute Tables and List of Valid Code Pages for each title; and the Executive Orders compendium and listings.

### **3.2.3 DEVELOP AND MAINTAIN A SYSTEM THROUGH WHICH OAL CAN FILE RULEMAKING DOCUMENTS WITH THE CONTRACTOR**

As discussed in 1.2.3.2.G above, the current contractor opted to subcontract the typesetting of the Register to a vendor local to the OAL. Under this subcontract, "as reviewed" paper copies of notices for the Register are picked up from the OAL, and galleys of typeset notices and page composites are delivered to the OAL, by typesetter subcontractor staff several times each day. Once all notices are typeset and proofed, the paginated Register pages for an issue are transmitted to the current contractor for printing and distribution.

In order to maximize Register production efficiencies and economies, the OAL seeks to develop with the contractor a system that will enable the transmission of electronic versions of reviewed documents from the OAL to the contractor for Register typesetting, and the transmission of typesetting proofs and galleys of such documents from the contractor to the OAL for editing and proofreading. Pending the successful development and implementation of such a system, possible procedures and/or systems that could be used to effectuate the Register typesetting process include, but are not limited to:

- Utilization of a typesetting subcontractor local to the OAL as under the current contract;
- Delivery of documents to and from the OAL using overnight delivery services on at least a daily basis;
- Telefacsimile (fax) transmission of documents to and from the OAL; or
- Scanning of documents into electronic file forms, such as PDF, enabling transmission as e-mail attachments and printing by the recipient as necessary.

The contractor shall be responsible for the cost of set-up, implementation and maintenance of any such system or procedures, including, but not limited to, the cost of any hardware and/or software required for document delivery/transmission; the cost of any document delivery services to and from the OAL; and any training of OAL staff necessary for system or procedures operation.

Each member of the OAL Division of Administrative Rules staff is equipped with a Dell OptiPlex GX1 desktop personal computer, utilizing Intel Pentium III 450 MHz processors. Each personal computer operates using Microsoft Windows 98 with Microsoft Office 2000 software. Each personal computer has full Internet access through the Garden State Network maintained by the New Jersey Office of Information Technology.

### **3.2.4 CONSOLIDATE COMPOSITION AND PRINT SUPPORT**

Under the current contract, consolidation of the composition and print support for the Register and Code has resulted in the issuance of a Code update reflecting adopted material in an issue of the Register approximately two (2) weeks after Register publication, and inclusion of Code revisions in the Code database as of the date of publication of the Register in which the revisions became effective. That time frame must be continued and, if feasible, improved upon, under the contract resulting from this RFP.

### **3.2.5 REVENUES**

The OAL will license a contractor as the authorized publisher of the official versions of the New Jersey Register and New Jersey Administrative Code. The contractor shall be required to continue to pay for OAL's staff salary needs with regard to its responsibilities for the promulgation process through subscription revenue. (See Section 3.3.10.)

## **3.3 OPERATIONAL REQUIREMENTS**

### **3.3.1 CONVERT OR MAINTAIN THE DATABASES**

The contractor shall be responsible for converting the current text of the Administrative Code from the database publishing system for the Code created and maintained by the current contractor to one of equivalent specifications, capabilities and expandability, and identical Code content, or continuing and maintaining the current system. (See 1.2.4.2 above.) In addition, the contractor shall be responsible for



converting the Full Code Index and historical Code databases created and maintained by the current contractor to databases of equivalent specifications, capabilities and expandability, or continuing and maintaining the current databases. (See 1.2.2.4.A and 1.2.2.4.K above, respectively.) The contractor shall also be responsible for converting the Register database created and maintained by the current contractor, consisting of the notice content of each issue of the New Jersey Register from July 3, 1995 through the end of the current contract, to one of equivalent specifications, capabilities and expandability, and identical Register content, or continuing and maintaining the current database. These databases shall be secure against alteration by other than the contractor in the performance of its obligations under the contract, or as directed by the OAL.

As of the February 2, 2004 Register, the databases maintained by the current contractor are in AMPEX, and include the current Code database (NJ-ADC) of 44,000 documents at an estimated 510 million bytes; the Register database (issues since July 3, 1995) (NJ-ADR) of 12,000 documents at an estimated 700 million bytes; the Full Code Index database (NJ-ADC-IDX) of 3,000 documents at an estimated 10 million bytes; and the Historical Code database (all versions of Code sections since July 3, 1995) (NJ-ADC-HIST) of 269,000 documents at an estimated 3.131 billion bytes. (The figures for estimated bytes include text and images.)

If the Code databases are converted, the new database publishing system shall include all 26 titles of the Administrative Code, Gubernatorial Executive Orders and the Full Code Index, Definition Table, Statute-to-Rule Table, and Rule-to-Statute Table. The Code Titles shall include the text of rules as currently codified, tables, charts, statutory authority notes, historical notes, annotations, case notes, law review and journal commentaries, and each Title Index, Definition Table, Statute-to-Rule Table, and Rule-to-Statute Table. The Administrative Code is 33 volumes. If the current Code databases are converted, the contractor shall identify in its proposal the length of time anticipated to convert, key and otherwise capture the entire text of the Administrative Code as contained in those databases. The OAL requires this conversion to be accomplished between execution of the contract and January 9, 2005 to permit the contractor to assume publication of the Code. (Note: This date may be postponed by the OAL due to operation of section 5.11, Contract Continuity Transitional Period, of the existing contract, providing for a transition period of up to 180 days after the extended expiration date of the existing contract during which the current contractor would continue services until new services can be completely operational.) If the existing Code and Register databases are continued and maintained, the contractor shall stipulate a schedule and process for such continuation.

The OAL will assist the prospective contractor in securing any information from the current contractor which may be necessary to facilitate the Code and Register databases' conversion or continuation. The OAL will also assist the contractor in securing camera-ready or digital copy of any tables, maps or charts in the code from State agencies, if necessary. Where originals are not available, the contractor may use current pages as camera-ready copy.

If, instead of continuing the current Code and/or Register databases, new databases are created for the Code and/or Register, the contractor shall proofread the database Code text against the current hard copy Code and the database Register text against hard copies of the Registers. The OAL will select at random portions from each Code Title and/or Register issue to verify the accuracy rate identified by the contractor in its proposal. The contractor will be notified by the OAL of any errors, deficiencies or other problems and must make all necessary corrections to the database within 24 hours, at the contractor's sole expense, to ensure the accuracy and integrity of the Code and Register databases.

The full-text Code and Register databases created, or the current Code and Register databases as continued and maintained, by the contractor remain the property of the OAL and shall be returned to the State of New Jersey upon termination of the contract.

### **3.3.2 SUBSCRIPTION AND LIMITED FREE WEB-ACCESSIBLE DATABASES**

#### **3.3.2.1 SUBSCRIPTION ACCESS**

##### **A. Code Databases**

The contractor shall create and maintain a web-accessible full Code database available on a subscription and/or transaction fee basis. The accessible Code shall mirror the content of the current

print Code and shall include rule text and all chapter, subchapter and section level annotative material (including, without limitation, chapter historical notes, section historical annotations, and case notes). Access to the database shall be provided 24 hours per day, seven (7) days a week. The database shall be secure against alteration by other than the contractor. Alteration of the database Code content by the contractor shall be to mirror updated Code text; other alteration of the database Code content shall be only by written approval of the OAL.

The basic component of the database shall be the Code section (for example, N.J.A.C. 1:30-1.1). At a minimum, the Code shall be accessed by a word/phrase search engine and by citation (by title, chapter, subchapter or section); additional access features shall be at the option of the contractor. Sections accessed/search results shall be downloadable and savable, at the user's option, as Microsoft Word and Corel WordPerfect documents, singly or in a group; additional features such as saving, printing, etc. shall be at the option of the contractor. This Code database shall be updated twice monthly as of the publication date of each Register to reflect revisions adopted or administratively made therein. Each Code section shall contain a notation, "Current as of [date of last Code update affecting section]," with the appropriate date appearing in place of the bracketed text. The contractor shall also provide web access to the Full Code Index and historical Code databases on a subscription and/or transaction fee basis. (See 1.2.2.4.A and 1.2.2.4.K above.)

The Code, full Code Index and historical Code databases shall be accessible through a website created and maintained by the contractor for that purpose, or through another website(s) created and maintained by the contractor to provide subscription web access service to its content products. The form and functionality of the accessed databases, as well as any website created and maintained solely for access to the databases, shall be subject to the approval of the OAL. The created or augmented website and accessible databases shall be fully operational within one calendar year after the effective date of the contract resulting from this RFP.

#### B. Register Database

The contractor shall create and maintain a web-accessible Register database available on a subscription and/or transaction fee basis. Access to the database shall be provided 24 hours per day, seven (7) days a week. The database shall be secure against alteration by other than the contractor. Alteration of the database Register content by the contractor shall be to add Register issue text; other alteration of the database Register content shall be only by written approval of the OAL.

The database shall include, at a minimum, the full text of the most recent issue of the Register and of the Register issues preceding it since the issue of July 3, 1995 (which is the Register issue with which the Register database created and maintained by the current contractor begins). The full text of each issue of the Register shall be added on the issue's publication date. The basic component of the database shall be the Register notice. The Register database shall be accessible by a word search engine and by notice citation; additional access features shall be at the option of the contractor. Notices accessed/search results shall be downloadable and savable, at the user's option, as Microsoft Word and Corel WordPerfect documents, singly or in a group; additional features such as saving, printing, etc. shall be at the option of the contractor.

This Register database shall be accessible through a website created and maintained by the contractor for that purpose, or through another website(s) created and maintained by the contractor to provide subscription web access service to its content products. The form and functionality of the accessed database, as well as any website created and maintained solely for access to that database, shall be subject to the approval of the OAL. The created or augmented website and accessible Register database shall be fully operational within one calendar year after the effective date of the contract resulting from this RFP.

### 3.3.2.2 LIMITED FREE ACCESS

#### A. State Rulemaking Agencies

The contractor shall provide free-of-charge web access to the three (3) Code databases and one Register database established under 3.3.2.1 above to the OAL and to other State rulemaking

agencies as directed by the OAL. Access shall be enabled through the use of user-specific passwords or other secure method as agreed to by the OAL. The access provided to the OAL shall be to staff designated by the OAL Director. The access provided to the State rulemaking agencies shall be on the basis of one access enablement to each rulemaking agency or the unit within an agency coordinating the rulemakings of component agencies.

After commencement of the contract, the OAL shall survey the State rulemaking agencies to ascertain which of them want to obtain this database access. Based on the results of this survey, an access request form, prepared by the contractor and approved by the OAL, shall be distributed by the OAL to the interested agencies (and shall also be used by the OAL in designating its staff to receive access). The form shall require the designation, by an individual authorized to do so on behalf of the agency, of an individual at the agency for whom access is to be enabled. The OAL shall forward the completed request forms to the contractor. The contractor shall return to the OAL, for distribution to the agencies, the passwords or other access enablers issued to the designated individuals. In addition, the contractor shall prepare an instructional document explaining how to access and search the databases and how to save document(s) in word processing form. This document shall be prepared in time to be distributed by the OAL to the agencies with the issued passwords or other access enablers.

The provision of free access to the OAL and State rulemaking agencies under this section shall be completed within six (6) months after the Code and Register databases are operational for subscription access, in accordance with 3.3.2.1 above. After the initial provision of free access, such access shall be provided to additional OAL staff and State rulemaking agencies as designated by the OAL, using the request form process described above. In addition, any changes to the individual designated for free access by a State rulemaking agency shall be as directed by the OAL, using the request form process.

#### B. Local Public Libraries

The contractor shall provide free-of-charge web access to the three (3) Code databases and one Register database established under 3.3.2.1 above to the approximately 182 New Jersey local public libraries as directed by the OAL. Access shall be enabled through the use of library-specific passwords or other secure method as agreed to by the OAL. The access method must be designed so that the library patron would not have access to the complete password or other access key; for example, the method could use a two-part identification system in which the first part would be completed once by the library and retained by the contractor's system, so that only the second part need be provided each time access is sought. The access provided to the libraries shall be on the basis of one access enablement to each local public library for use by each library and its branches, if any.

After commencement of the contract, the OAL shall survey the local public libraries to ascertain which of them want to obtain this database access. Based on the results of this survey, an access request form, prepared by the contractor and approved by the OAL, shall be distributed by the OAL to the interested libraries. The form shall require the designation, by an individual authorized to do so on behalf of the library, of a supervising library staff member who shall be responsible for the access. The OAL shall forward the completed request forms to the contractor. The contractor shall return to the OAL, for distribution to the libraries, the passwords or other access enablers issued. In addition, the contractor shall prepare an instructional document explaining how to access and search the databases and how to save document(s) in word processing form. This document shall be prepared in time to be distributed by the OAL to the libraries with the issued passwords or other access enablers.

The provision of free access to the local public libraries under this section shall be completed within six (6) months after the Code and Register databases are operational for subscription access, in accordance with 3.3.2.1 above. After the initial provision of free access, such access shall be provided to additional local public libraries as designated by the OAL, using the request form process described above. In addition, any changes to the individual designated as responsible for free access by the library shall be as directed by the OAL, using the request form process.

### 3.3.3 RULE TRACKING AND RECORDKEEPING DATABASE

The contractor shall provide an automated rule tracking and recordkeeping database, either by maintaining and supporting the database created for and used by the OAL by the current contractor, or by creating, maintaining and supporting a database of equivalent operational function. The purpose of the database and attendant programs is to:

- Provide a permanent electronic counterpart to the paper logbooks produced and maintained by OAL concerning the filing and processing of notices of proposal and adoption and public notices, filed for publication in the New Jersey Register (see Appendices 10 and 15);
- Provide an ongoing list of expiration dates of Administrative Code chapters and related information;
- Complement and function as part of an electronic filing system for rulemaking and other notices, and for tracking the processing status of documents within OAL; and
- Enable the production of various reports of the database information as needed by OAL.

The system shall complement the electronic filing of rulemaking documents by State agencies with the OAL. The system shall enable the OAL to transfer data into the database from an agency-completed proposal or adoption input form (see below) accompanying agency documents submitted via e-mail, by disk or CD-ROM.

### 3.3.4 PUBLISH THE NEW JERSEY REGISTER AND THE NEW JERSEY ADMINISTRATIVE CODE

The contractor shall become the authorized publisher of the official versions of the New Jersey Register and the New Jersey Administrative Code effective January 9, 2005. The contractor shall be required to assume all printing, distribution, marketing, customer services responsibilities and product development for both Register and Code publications. All billing from January 9, 2005 through the term of this contract shall be paid to the contractor, subject to license fees payable to the State pursuant to section 3.3.10 of this RFP. (Note: These dates may be postponed by the OAL due to operation of section 5.11, Contract Continuity; Transitional Period, of the existing contract, providing for a transition period of up to 180 days after the extended expiration date of the existing contract during which the current contractor would continue services until new services can be completely operational.)

#### 3.3.4.1 REGISTER

##### A. Content

The contractor shall publish the Register semi-monthly in accordance with OAL filing deadlines. The OAL determines material appropriate for Register publication, which material shall include, but not be limited to: agency proposals and adoptions with statutorily required statements and rule text; public notices; executive orders; rulemaking calendars; reorganization plans; other material which may be legislatively required as part of the rulemaking process; the Index of Rule Proposals and Adoptions; and the Register Table of Contents. (See 1.2.1.1 and 1.2.3 above.)

##### B. Format

The contractor shall publish the Register in the same format as is currently produced including cover page, table of contents, interested persons invitation to comment, index of proposals and adoptions and citation locator. (See Appendix 5.) Page size shall be 8 ½ inches x 11 inches, two (2) column, similar point size, typeface and style. The Register must be saddle stitched or perfect bound depending upon number of pages. (See 1.2.3 above.)

##### C. Production/Mailing

Production scheduling/manufacturing shall be the responsibility of the contractor. Registers shall be produced and mailed so as to be in subscribers' hands by the issue's publication date. The contractor shall handle all mailings and subscriptions. New Jersey Register publication dates are

established on an annual basis by the Register and Code editor. (See 1.2.3.2.A above.) Each twice-monthly issue must be delivered to the appropriate postal facilities before the close of business on the last State working day prior to the publication date (for example, before the close of business on the Friday preceding Monday publication), to enable delivery to subscribers on the publication date.

D. Purchasable Units

Additionally, the contractor shall have the capability to provide the Register in agency or specific purchasable units to satisfy market demands for Register segments. An unbound format is considered an acceptable means of purchasable unit but the contractor is not limited to such a format. The contractor is encouraged to suggest creative ways to format such purchasable units, which shall be subject to prior OAL approval. All OAL approved purchasable units shall be designated as the official Register, maintain a standard appearance and match the point size, typeface and style of the full content semi-monthly Register.

3.3.4.2 CODE

The OAL retains all control and approval over all Code content including rule text, case notes and annotations.

A. Format

The contractor shall continue the Code in its current double column, 8½ inch by 11 inch format, with three (3) hole pages for binder insertion. The current pagination system, by Chapter within each title, must be maintained. Under this system, each chapter starts with page 1 and each page number within a chapter is prefixed by the numerical designation of the chapter.

B. Style and Content

The Code page shall be two (2) column with rule text set no smaller than 9.5/10. The content shall include rule text plus chapter and subchapter editorial material such as authority and source/effective date notes, chapter expiration dates, historical notes, tables of contents, section annotations, valid title pages and individual title indices. Editorial material shall be set no smaller than 8/10.

C. Timeliness of Code Updates

Code updates shall be issued semi-monthly to coincide with the issuance of the semi-monthly Register and the effective date of adopted rules. The current contractor issues updates approximately two (2) weeks after publication of the Register providing the update source material; at a minimum, this update timeframe shall be maintained by the contractor. Pocket parts shall not be considered an acceptable means to provide semi-monthly updates to the Code.

D. Integration of Register Text into the Administrative Code

To produce the semi-monthly Code updates, the contractor shall integrate adopted rule text from the Register into the Code pages affected and prepare a section annotation with the Rd number, effective date, proposal and adoption notice Register citations. (See 1.2.2.4.K above.) A summary of the rule change shall be included as part of the annotation. For new chapter and subchapter rules, the contractor shall prepare notes for authority, source and effective date, chapter expiration date and tables of contents. Readoption of chapters pursuant to N.J.S.A. 52:14B-5.1 shall also be annotated and chapter historical notes updated to reflect the readoption. Individual title indices, Definition Tables and Statute-to-Rule and Rule-to-Statute Tables, and the-Full Code index, Definition Table and Statute-to-Rule and Rule-to-Statute Tables shall also be updated if affected by a rule change. Supplement dates shall be noted on each page and a list of valid Title pages updated to reflect the new date.

E. Indices

The contractor shall continue or improve each Code Title index and the Full Code index. The contractor shall be responsible for preparing new entries and maintaining current all indices. Each title shall include an index as part of the basic purchase. (See 1.2.2.4.A and G above.)

F. Definition Table

The contractor shall continue or improve each Code Title Definition Table and the Full Code Definition Table. (See 1.2.2.4.B and H above.)

G. Executive Orders

The contractor shall continue or improve the publication of Governor's Executive Orders in the Code as described under 1.2.2.4.E above.

H. Statute-to-Rule Table

The contractor shall continue or improve the Code Title Statute-to-Rule and Rule-to-Statute Tables and the Full Code Statute-to-Rule and Rule-to-Statute Tables. (See 1.2.2.4.B, C, I and J above.)

I. Case Notes

The contractor shall continue and update uniform case notes. Case notes in the Code are found at the chapter, subchapter or section as an annotation to the rule(s). (See 1.2.2.4.L above.)

J. Law Review and Journal Commentaries

The contractor shall continue and update law review and journal commentaries annotations. These annotations appear at the chapter, subchapter or section level, referencing law review and law journal articles that reference provisions of the Code. (See 1.2.2.4.M above.)

K. Expired Rules

In order to ensure the integrity of the Code, rules that expire pursuant to the sunset provisions of N.J.S.A. 52:14B-5.1 must be annotated as "expired rules" after expiration. The contractor shall issue a Code page annotating the rules as "expired rules" in a Code update issued for the same month of expiration. (See Appendix 24.) If the rules are readopted, the contractor shall prepare the necessary annotations and remove the page with the "expired rules" annotation. If the rules are not readopted, upon direction from the OAL, the contractor shall delete the expired rules from the Code and prepare the necessary annotations.

L. Text Accuracy

The contractor shall maintain text accuracy of the Register and Code; however, the OAL shall retain control of rule content. The OAL reserves the right to require that the contractor correct the electronic database within 24 hours of notice of the error and by the next Register and Code update issued.

M. Rule Filing and Archiving

In consultation with the OAL, the contractor shall provide a system for electronic recording of rulemaking documents, in accordance with the contractor's proposal under 4.4.2.13 below.

### 3.3.4.3 COPYRIGHT REQUIREMENTS

The contractor shall file on behalf of the OAL a copyright registration for each issue of the Register published, the initial issue of the Administrative Code and each semi-monthly supplement to the Code and any other publication published as a result of this contract. Copyright registrations must be filed within ten (10) days utilizing appropriate Copyright Office procedures, and be in the name of the OAL Director on behalf of the State of New Jersey. The original of each copyright secured from the United States Copyright Office shall be sent to the OAL.

All material that is required to be gathered, produced and published in the Register and Code pursuant to the requirements of the contract is copyrighted on behalf of the State of New Jersey. Notice of the copyright must be published on all copyrighted material. All such material as may be formatted, reformatted, changed, amended or updated during the course of the contract remains the property of the State, protected by copyright, and is to be returned to the State at the end of the contract term. The contractor may copyright in its own name only that value-added material which is not required by or is outside the scope of the contract. For purposes of this RFP, without limitation, neither case notes, nor annotations, nor purchasable units shall be deemed value-added material.

### 3.3.4.4 NEW ORDERS AND RENEWALS, BILLING AND CUSTOMER SERVICE

The contractor shall be responsible for new orders and renewals, billing and customer service in accordance with the contractor's proposal under 4.4.2.14 below.

### 3.3.4.5 CODE UNITS

In addition to those units specified in this section, the contractor shall market and provide purchasable units of the Code in accordance with its marketing plan submitted in response to this RFP. (See 4.4.2.4 below.)

- A. The current contractor provides chapter purchasable units for rules in two Titles: under Title 7, Environmental Protection, N.J.A.C. 7:14, Water Pollution Control Act rules, and 7:14A, NJPDES Program Rules, and, under Title 13, Law and Public Safety, N.J.A.C. 13:2 and 3, Alcoholic Beverage Control and Amusement Games Control. The contractor under this RFP shall continue providing these purchasable units.
- B. In addition, the current contractor provides to the Department of Community Affairs (DCA) reprints and updates of N.J.A.C. 5:23, Uniform Construction Code (UCC) and N.J.A.C. 5:70 through 5:75 (collectively known as the Fire Code). This material is shipped to subscribers at the current contractor's cost, based on distribution lists provided by the DCA Publication Unit. Currently, for the UCC, there are approximately 11,000 subscribers. The UCC is updated every time there are changes to N.J.A.C. 5:23. The current pricing for the UCC publication is as follows:

Text Only (Contents or White Pages)	\$16.00/set
Full Set	\$27.50/set
Tabs	\$00.08/each
Supplements	\$00.075/per page per copy
Bulletins	\$00.075/per page per copy

For the Fire Code, there are approximately 3,000 subscribers. The Fire Code is updated on a quarterly basis. The pricing for the Fire Code is as follows:

2,000 - 3,000 Supplements	\$00.12/per page per copy
3,001 - 4,000 Supplements	\$00.11/per page per copy
4,001 - 5,000 Supplements	\$00.10/per page per copy
Volume	\$13.00/each

The contractor shall continue to serve the needs of the DCA in its provision of these two (2) publications.

- C. State agencies may request from the contractor booklets or pamphlets of specific chapters of rules for distribution to regulated parties. Although there may be agencies that charge a fee, a majority of these booklets are provided free of charge. The agencies assume the expense of printing and mailing. The contractor shall be required to meet these agency requests and shall submit cost proposals for this service, when requested.

#### **3.3.4.6 ALTERNATE VERSIONS**

The contractor shall market alternative versions of the print Register and Code, such as on-line access, E-mail, CD-ROM, disk, microfilm or microfiche and database services including Bulletin Boards, in accordance with the contractor's marketing plan under 4.5.2.4 below.

#### **3.3.4.7 ADDITIONAL PURCHASEABLE UNITS AND ALTERNATIVE VERSIONS**

The OAL realizes that to a great extent the feasibility of providing purchasable units and alternative versions of the Register and Code will be determined by the needs of the marketplace. The OAL may require additional purchasable units when it determines that the units are necessary for the effective implementation of agency programs.

#### **3.3.5 DISASTER RECOVERY SYSTEM**

The contractor shall provide, implement and maintain the disaster recovery system as described in the contractor's proposal under 4.4.2.16 below.

The contractor must protect the State's data and ensure its availability to subscribers.

The contractor must provide a disaster recovery plan which provides full redundancy for all operating systems provided to the OAL under the contract, such as the Code and Register publishing databases, the Code and Register databases Internet-accessible to the public, and the rule tracking and recordkeeping database at the OAL site. This plan shall include the method of and timeframe for invoking backups and restoring service. The recovery plan must describe the procedures to be followed to:

- Recognize system failures;
- Avoid data corruption and loss;
- Perform routine daily backup procedures; and
- Perform restoration procedures.

The plan should also address storage of system and program documentation, text and data files, and source and production programs. It should also identify the location of an alternative computer site to be used and detail a contingency plan for its use in the event of a disaster. The contractor must provide any necessary disaster recovery and backup procedure training for the OAL staff that will support and maintain the OAL based rule tracking and recordkeeping database system.

#### **3.3.6 COMPLIMENTARY SUBSCRIPTIONS**

Under section 7, paragraph (d) of the Administrative Procedure Act (APA), the OAL Director must provide copies of the Code and Register to the Governor, agency heads, Office of Legislative Services, the State Library and to other State agencies and officials as the Director may designate. (See Appendix 3.)

Complimentary subscriptions must be continued in order to satisfy statutory obligations. In this regard, the OAL requires that the contractor, at a minimum, provide the following complimentary subscriptions to the State of New Jersey. NOTE: Of the 61 copies of Register to the State Library, 58 copies are required to satisfy statutory obligations under N.J.S.A. 18A:73-36 that require the filing of documents with depository libraries throughout the State. (See Appendix 25 for depository libraries with mailing addresses.)



**OAL**

20 Full Registers  
15 Full Code Sets  
50 Individual Code Title 1

**AGENCIES**

63 Full Registers  
16 Full Code Sets  
2 Individual Code Titles

**GOVERNOR'S OFFICE AND COUNSEL**

3 Full Registers  
2 Full Code Sets

**STATE LIBRARY**

61 Full Registers  
1 Full Code Set

**LEGISLATIVE SERVICES**

10 Full Registers  
1 Full Code Set

**OTHER**

3 Full Registers  
1 Full Code Set

**MAILING CONTROL**

2 Full Registers

Specifics regarding the complimentary subscriptions are set forth in Appendix 26, which will be updated as necessary by the OAL during the term of the contract.

The monetary value of these complimentary subscriptions shall not be set-off as a credit against the license fee to be paid to the OAL by the contractor designated as the authorized publisher of the official versions of the New Jersey Register and the New Jersey Administrative Code.

**3.3.7 AGENCY DISCOUNTS**

In addition to the complimentary subscriptions required above, the contractor shall provide discounts to State agencies, the Legislature and the Judiciary for the purchase of the Register and the Administrative Code in all media. The discount shall be in accordance with the contractor's response to 4.4.2.17 below. The monetary value of discounted subscriptions shall not be set-off against the license fee to be paid to the OAL by the contractor.

**3.3.8 PUBLICATION PRICING**

The contractor shall charge for all media of the Register and Code publications intended to be sold or marketed in accordance with the price schedule submitted in response to 4.4.2.18 below. (See Attachment 5.)

**3.3.9 TRAINING**

The contractor shall train OAL personnel in the use and management of the Code and Register databases, the rule tracking/recordkeeping systems and databases, and any updates thereto, and in the use of any other hardware and/or software that the OAL must utilize under the contract. The contractor shall also be responsible for providing training to State agency and OAL personnel designated by the OAL:

- Code and Register Databases - Training of OAL staff and other State agency staff who would be provided free access under the contract, shall take the form of written (either on-line or paper) instruction. The current contractor created a paper guidance document on the basics of access and use for training of OAL staff. (See Appendix 27.) OAL provided this document to other State agency staff designated to receive free database access.
- Electronic Document Retrieval, Editing and Storing Processes and the Electronic Transmission and Exchange of Rulemaking Documents System - The nature of the training needed by OAL staff (up to 10 persons) and designated individuals at other State agencies who would be involved in the electronic transmission and exchange of rulemaking documents, depends upon the complexity of the processes and systems. OAL staff shall be intimately involved with the contractor in developing the processes and systems. Final training shall take the form of thorough run-throughs with a selected State agency to make certain everything functions properly. The contractor and OAL shall develop a practical, written manual of operational procedures.
- Rule Tracking/Recordkeeping Systems and Databases - Training would be required for the review and support staff of the Division of Administrative Rules that will be operating the system (between 5 to 7 individuals). The training shall be performed either in person or through written material. Under the current contract, training was provided in person by the contractor's consultant who designed the system. Unless refinements are made to the system once in operation, or more substantial modification is needed to allow compatibility with future OAL network operating systems, it is not anticipated that further training would be necessary on these systems.

The contractor shall also provide all requisite training materials such as guides, manuals, software programs and other reference documents to facilitate training. Training shall take place at the OAL facility in Quakerbridge Plaza and be held during normal business hours, 8:30 A.M. to 4:30 P.M.

### 3.3.10 LICENSING FEE, ROYALTY, PREPAID REVENUE LIABILITY

In exchange for being designated the authorized publisher of the official New Jersey Administrative Code and the New Jersey Register, the contractor shall provide the State of New Jersey, minimally, with an annual license fee sufficient to cover the on-going personnel salary expenses of the OAL Division of Administrative Rules' needs in connection with rulemaking review, proofreading, editing and necessary liaison work with the contractor. In the second half of Fiscal Year 2005, (the first six (6) months of the contract resulting from this RFP) these costs will be \$293,000, to be paid in two installments of \$146,500 each on February 1, 2005 and May 1, 2005. In each subsequent State fiscal year, the \$586,000 licensing fee shall be paid in equal quarterly installments, beginning July 1, 2005, and will be adjusted to coincide with salary increases negotiated by the State of New Jersey for the collective bargaining units that represent the OAL Division of Administrative Rules' personnel and any other salary increases awarded based on merit, through promotion of personnel, or otherwise.

In addition, the contractor shall provide the State of New Jersey the percentage share of gross sales of all publications in all mediums for the New Jersey Administrative Code and the New Jersey Register to be paid as provided in the contractor's response to 4.4.2.20 below. As used in this paragraph, "gross sales" means all sales proceeds less returns, discounts, and, if not charged separately but included in the sales price, transportation and handling.

The current contractor will retain without set-off or credit all revenue billed in connection with renewal subscriptions and new subscriptions through January 8, 2005. Billing and collection of subscription revenue by the contractor shall commence on January 9, 2005. (Note: These dates may be postponed by the OAL due to operation of section 5.11, Contract Continuity; Transitional Period, of the existing contract, providing for a transition period of up to 180 days after the extended expiration date of the existing contract during which the current contractor would continue services until new services can be completely operational).

Other than the revenue received from sales of subscriptions and products as proposed by the bidder in Attachment 5 hereof, the contractor will not be paid on a price per service basis.

### 3.3.11 CUSTOMER OUTREACH AND SERVICES

The contractor shall accomplish the turnover from publication by the current contractor to the contractor in accordance with the plan submitted under 4.4.2.21 below.

### 3.4 DISPOSITION OF REVENUE AT CONCLUSION OF CONTRACT

At the conclusion of the contract, the contractor shall retain without set-off or credit all revenue billed in connection with renewal subscriptions and new subscriptions through the last day of the contract. Such retained revenue shall be less any outstanding license fee or royalty amounts due the OAL under the contract, which fees and royalties shall be remitted to the OAL. Billing and collection of subscription revenue by the successor contractor shall commence on the first day of the successor contract.

## 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. 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.

### 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. The original must be accompanied by the full bid proposal on CD. Each bidder should submit **eight (8) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce 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	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
		<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		<a href="#">4.4.1.4</a>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan ( <a href="#">Attachment 4</a> )
		<a href="#">4.4.1.7</a>	Executive Order 134
		<a href="#">5.3</a>	Business Registration from Division of Revenue
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Updated Marketing Approach to Register and Code
		<a href="#">4.4.2.5</a>	Delivery of Documents Between OAL and Contractor
		<a href="#">4.4.2.6</a>	Range of Solutions
		<a href="#">4.4.2.7</a>	Accessible Databases
		<a href="#">4.4.2.8</a>	Rule Tracking and Recordkeeping Databases
		<a href="#">4.4.2.9</a>	Timeliness of Code Updates
		<a href="#">4.4.2.10</a>	Administrative Code Page Validation
		<a href="#">4.4.2.11</a>	Currency of Case Notes
		<a href="#">4.4.2.12</a>	Text Accuracy
		<a href="#">4.4.2.13</a>	Rule Filing and Archiving
		<a href="#">4.4.2.14</a>	New Orders and Renewals, Billing and Customer Service
		<a href="#">4.4.2.15</a>	Register Units
		<a href="#">4.4.2.16</a>	Provide a Disaster Recovery Plan
		<a href="#">4.4.2.17</a>	Agency Discounts
		<a href="#">4.4.2.18</a>	Publication Pricing
		<a href="#">4.4.2.19</a>	Training
		<a href="#">4.4.2.20</a>	Royalty
<a href="#">4.4.2.21</a>	Customer Outreach and Services		
<a href="#">4.4.2.23</a>	Mobilization and Implementation Plan		
<a href="#">4.4.2.24</a>	Potential Problems		
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
		<a href="#">4.4.3.8</a>	Subcontractor(s)
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedules ( <a href="#">Attachment 5</a> )

#### **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 SET-ASIDE CONTRACTS (NOT APPLICABLE TO THIS PROCUREMENT)**

##### **4.4.1.5 BID BOND - NOT APPLICABLE TO THIS PROCUREMENT**

##### **4.4.1.6 BUSINESS REGISTRATION**

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.4 of this RFP.

##### **4.4.1.7 EXECUTIVE ORDER 134**

Refer to Appendix 29, 30 and 31 and Section 5.27 of this RFP.

#### **4.4.2 SECTION 2 - TECHNICAL PROPOSAL**

In this Section, the bidder should describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0 and any requirements included in Section 1.2. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

##### **4.4.2.1 MANAGEMENT OVERVIEW**

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

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

The bidder must provide an implementation schedule for conversion to a full text Code database, or continuation and maintenance of the current Code database, indexing and set-up, start date of initial publication and time frames for updates and dissemination of information both electronically and in hard copy of the Code and for the creation of a Register database, or the continuation and maintenance of the current Register database. (See 3.2 above.) If new databases are to be created, this must include provisions to capture text from print copy and/or perform any conversions that may be needed from existing databases and, if necessary, what will be needed to convert the databases. The bidder must provide a detailed and complete listing of all additional OAL hardware, software and communications resources required to support proposed solutions to these requirements and the solutions must be identified by specific nomenclature and quantities needed. The bidder must indicate in its proposal whether it intends to use an open-ended or proprietary system and how it intends to return the database to the OAL in an industry standard format which insures speedy retrieval and readability, and does not impose any costs upon the State. A schedule, detailing all steps for installation, training, etc. for these resources must be presented as part of a master schedule which should include all phases of this project. Specific bidder requirements about OAL's role in database management describing specific tasks, schedules and quality review must be provided.

#### **4.4.2.4 UPDATED MARKETING APPROACH TO REGISTER AND CODE**

The bidder should provide an aggressive marketing strategy for increasing public access to the notice vehicle for the rule promulgation process, namely the New Jersey Register. These strategies should include reductions in cost, electronic access to Register rulemaking activity, and sale of the Register in purchasable units dictated by the particular needs or desires of individual subscribers in hard copy and/or through electronic media. The bidder must address whether any increased revenues are expected through revised marketing strategies.

The bidder should also provide a similar analysis with regard to publication of the Code and an aggressive marketing strategy for this publication. Various State agencies, private sector groups and individuals have stated a need or desire for rules associated by subject content. The bidder must respond to these needs and solutions to this issue must be included.

The bidder should describe the economic benefits the State can expect for granting the right to exclusive marketing. Moreover, if such would be necessary under a bid proposal in response to the RFP, the bidder must provide detailed information as to how the change over from the current contractor to another contractor would occur with regard to communications to subscribers and conversion of accounts receivables data.

The bidder must submit as part of its proposal a marketing plan for the Register and Code. Such marketing plan should include how the publications are intended to be sold, in what media, to which audiences or target groups, how these audiences and groups are to be reached and advertising approaches or techniques to be used. Samples of marketing products must be submitted as part of the plan. Such marketing products shall be subject to prior OAL review and approval.

Marketing plans must also include purchasable units of the Code and may include individual title indices as purchasable units. The bidder must propose ways to make the Code more available than is currently offered, as a full set or individual title (by agency) purchase. For instance, the bidder must demonstrate the capability of providing Code rules by subject matter which may encompass the jurisdiction of more than one agency, hence, located in more than one Code Title. In addition, the bidder must address the feasibility of providing individual chapters of rules, or selected chapters of rules located either within one title, several titles or the entire full set Code. In the provision of any of these purchasable units, the bidder must indicate whether the purchase is one-time or whether update service shall be provided as the rules are amended.

The bidder must include in its proposal the media it intends to use to market alternative versions of the print Register and Code, such as on-line access, e-mail, CD-ROM, disk, microfilm or microfiche and database services including Bulletin Boards. The bidder should describe its market strategy, the media chosen, the costs and production requirements of each alternative version, the benefits to the users and a schedule of when each medium will be available for purchase.

#### **4.4.2.5 DELIVERY OF DOCUMENTS BETWEEN OAL AND CONTRACTOR**

The bidder must include in its proposal the procedures and/or systems it will use to enable the delivery of Register notices for typesetting, and the delivery to, and return from, the OAL of notice galleys/page proofs for final proofing/editing. The current timeframes governing Register typesetting and printing are set forth in 1.2.3.2.G above.

For both the electronic typesetting information transfer system to be developed and the interim system or procedures, the bidder must provide detailed information as to what, if any, hardware and software would be required; how the bidder would propose to facilitate this transfer of information for speed and accuracy purposes; and what staffing demands would be placed on the Office of Administrative Law. (See 3.2.3 above)

In addition, the bidder must provide information regarding improvement in the document flow between the OAL and State agencies, including movement toward purely electronic transmission of rulemaking material from State agencies to OAL and from thence to the successful bidder. Strict adherence to time filing requirements and review steps shall be included in any proposed system.

#### **4.4.2.6 RANGE OF SOLUTIONS**

The bidder must provide a wide range of solutions on all aspects of this publication project which provide for the capacity to reform in response to future demands on the rulemaking process and industry innovations. With regard to responses to possible future demands, the bidder shall consider solutions for continuing and retaining or purging rule histories, and writing annotations and case notes as such functions have been performed and included in the Code. However, the OAL retains the right to determine what historical material shall be included and retained in the Code. The OAL may seek to purge old historical information in the creation of a new, or continuation of the current, Code database.

#### **4.4.2.7 ACCESSIBLE DATABASES**

The bidder shall provide in its proposal a plan for creation of the accessible databases in accordance with 3.3.2 above, including a description of features and the hardware/software to be utilized, and a detailed implementation schedule.

#### **4.4.2.8 RULE TRACKING AND RECORDKEEPING DATABASES**

The bidder shall indicate its commitment to, and provide a plan for, completion of the updating to the rule tracking and recordkeeping databases described under 3.3.3 above, or replacement of the databases with ones of equivalent operation and functions, but not requiring re-entry of the data already stored.

#### **4.4.2.9 TIMELINESS OF CODE UPDATES**

The bidder must specify in its proposal whether its production schedules permit the simultaneous semi-monthly issuance of Code updates to coincide with semi-monthly Register publication and effective date of adopted rules. If such simultaneous issuance is not feasible for a bidder, the bidder shall indicate how soon after Register publication Code updates will be ready for distribution to subscribers.

#### **4.4.2.10 ADMINISTRATIVE CODE PAGE VALIDATION**

The bidder may propose, for consideration, an alternative method of page validation to that set forth in 3.3.4.2.D above.

#### **4.4.2.11 CURRENCY OF CASE NOTES**

The bidder must explain how it intends to maintain case notes current. (See 1.2.2.4.L and 3.3.4.2.1 above.)

#### **4.4.2.12 TEXT ACCURACY**

The bidder must provide acceptable and reasonable accuracy rates for publications similar to the Register and Code and describe in detail what methods will be used by the bidder to ensure that those levels are met for the Register and Code. The methods must include a description of the bidder's accuracy rate measured in terms of errors per number of characters, pages, volume, etc. Solutions should provide, and where possible automate, quality control of the text accuracy for the Register and Code that minimize proofing responsibilities of the OAL. Also, solutions that provide for timeframes for corrections, when necessary, must be addressed.

#### **4.4.2.13 RULE FILING AND ARCHIVING**

The bidder shall include in its proposal solutions to improve the rule recording responsibilities of the OAL. Proposed solutions shall be directed towards enhancing OAL's role as custodian of rulemaking records and achieving more efficient recording, archiving and retrieving of rulemaking documents and prior text of rules. Since providing the OAL with the ability to implement electronic filing of rule proposals and adoptions is required as part of this RFP, so is electronic recording of rulemaking documents such as Rd files and historical Code as mentioned above in section 1.2.2.4.K. The bidder must describe how historical rule information may be archived, indexed and retrieved; what equipment may be required to access the information and whether the bidder will provide the necessary equipment; whether this service should be provided by the contractor or the OAL; the advantages and disadvantages of who would provide the service; and the cost consideration of each.

#### **4.4.2.14 NEW ORDERS AND RENEWALS, BILLING AND CUSTOMER SERVICE**

The bidder must submit as part of its proposal specifics as to:

- How new orders for Register and Code products/subscriptions can be placed (for example, by mail, by telephone, through the Internet), and the time period between the receipt of the order and its fulfillment or commencement of a subscription;



- How subscribers will be informed of the need to renew a subscription, including the number of renewal notices that will be provided on a subscription and how far in advance of subscription expiration such notices will be sent;
- The forms of payment for Register and Code products/subscriptions that will be accepted (for example, cash, check, money order, credit card), and whether order pre-payment will be required or orders shipped with billing invoices; and
- The bidder's plan to provide for customer service issues, including, but not limited to, delivery problems, damaged goods and invoice errors, concerning Register and Code products/subscriptions to be brought to its attention, and steps the bidder will take to resolve such matters.

#### 4.4.2.15 REGISTER UNITS

As stated above in 3.3.4.1.D, the bidder should demonstrate the capability to provide the Register in agency or subject-specific purchasable units. The OAL envisions several ways in which this may be accomplished and requires the bidder to include as part of its marketing plan how it intends to increase the availability of the Register to the public while reducing the cost of purchasable units. In addition to the mandatory publication of the full Register, suggestions for possible Register purchasable units are:

1. Multiple Subject Register: Contains notices of proposal, adoption and other notices related to selected agencies (i.e., rulemaking notices, interested persons petitions, grants availability, executive orders, rulemaking calendars and reorganization plans related to agencies selected).
2. Single Subject Register: Contains notices of proposal, adoption and other notices related to respective agencies (i.e. rulemaking notices, interested persons petitions, grants availability, executive orders, rulemaking calendars and reorganization plans).

#### 4.4.2.16 DISASTER RECOVERY PLAN

The bidder must include in its proposal a copy of its disaster recovery plan(s), describing in detail full redundancy for all operating systems under its operational control. These plans shall clearly describe the procedures and contingencies which are in place at the contractor site.

#### 4.4.2.17 AGENCY DISCOUNTS

The bidder must state in its proposal the percentage of discount to be offered to State agencies, the Legislature and the Judiciary for the purchase of the Register and the Administrative Code in all media.

#### 4.4.2.18 PUBLICATION PRICING

The bidder must include in its proposal a price schedule for all media of the Register and Code publications intended to be sold or marketed. The bidder must include in its proposal information upon which the proposed cost of the Register and Code publications is based. The provision of this information is not intended to set a minimum or maximum price for these publications but to assess the accuracy, fairness and apportionability of the cost factors applied, i.e., a justification of the prices proposed to be changed for the Register and Code publications, as set forth in Attachment 5. At a minimum, the price list must include the cost of:

##### Full Register

- Print version: semi-monthly; 24 issues per year.
- Electronic version: applicable charges; access and/or subscription fees.
- CD-ROM: frequency of issuance (for example, per issue, monthly, quarterly) and subscription charges.

##### Multiple Subject Register (if offered as a purchasable unit)

- Print version: semi-monthly; issues published dependent upon amount of activity in subject matter subscribed to.
- Electronic version, if any: applicable charges; access and/or subscription fees.

Single Subject Register (if offered as a purchasable unit)

- Print version: issues published dependent upon amount of activity in subject matter subscribed to.
- Electronic version, if any: applicable charges; access and/or subscription fees.

Annual CD-ROM Register (if offered)

- An annual compilation of all 24 issues of the Register available on CD-ROM for archival and research purposes.

Single Register Copy Purchases

- Cost of a single copy of a Register.

Full Set Administrative Code

- Print version: all agency Titles, Executive Orders, Full Code Index.
- Annual subscription for semi-monthly update service.
- CD-ROM: initial purchase and update service.
- Electronic version: applicable charges; access and/or subscription fees.

Individual Titles of Administrative Code

- Print version: single Title purchase including Title index.
- Annual subscription for update service as semi-monthly changes occur.
- CD-ROM: initial purchase and update service.

Purchasable Units of Administrative Code

- Print version: breakdowns of possible purchasable units, initial purchase, update service and availability on CD-ROM.
- Electronic version, if any: applicable charges; access and/or subscription fees.

Full Code Index and Individual Title Indices

- Print versions of each and supplementation.
- Electronic version of the Full Code Index: applicable charges; access and/or subscription fees.

Historical Code

- Electronic version: applicable charges; access and/or subscription fees.

#### 4.4.2.19 TRAINING

The bidder must describe in detail in its proposal the amount and length of time training required under 3.3.9 above will be offered, and curricula for the course offerings.

#### 4.4.2.20 ROYALTY

The bidder must submit with its proposal, the percentage share of gross sales of all publications in all media for the New Jersey Administrative Code and the New Jersey Register to be paid to the OAL. As used in this paragraph, "gross sales" means all sales proceeds less returns, discounts, and, if not charged separately but included in the sales price, transportation and handling. This shall include the manner and timing [at a minimum, at six (6) month intervals] of payments to the State, and manner in which the bidder proposes to share its financial information with the State for auditing in accordance with generally accepted auditing principles.

#### 4.4.2.21 CUSTOMER OUTREACH AND SERVICES

The bidder must include in its proposal, a plan on how it intends to accomplish the turnover from publication by the current contractor to the bidder. The plan must include outreach and communication to subscribers, and how any outstanding current contractor subscription liability will be addressed.

#### 4.4.2.23 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award through the implementation date of January 9, 2005.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period from the date of notification of contract award through the implementation date of January 9, 2005. This timetable should be designed to demonstrate how the bidder will have the contract up and operational within the period from the date of notification of contract award through the implementation date of January 9, 2005.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period from the date of notification of contract award through the implementation date of January 9, 2005.

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

The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period covering the date of notification of contract award through the implementation date of January 9, 2005.

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

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

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

##### 4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder must 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

Detailed resumes must be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes shall include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates for each similar contract.
- A description of the contract and how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, include the name and address of each reference together with a person to contact for a reference check and a telephone number.

#### **4.4.3.4 BACKUP STAFF**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### **4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)**

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

#### **4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder must 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 the name and telephone number of a contact person 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.

The contractor must supply the State with any financial statements published within the contract period.

#### 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 (3) 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 propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor(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.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. 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.
- E. The bidder should provide documented experience demonstrating 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.

#### 4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 5](#). All costs submitted in response to price line 43 of Attachment 5 must be all-inclusive, firm, fixed prices.

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

##### 4.4.4.1 EXPLANATION OF PRICE SCHEDULE (ATTACHMENT 5)

I. Guaranteed Licensing Fee to OAL per Year for the Term of the Contract and any Extensions Thereof

The bidder must affirm in the price schedule that it will provide the State of New Jersey with an annual licensing fee sufficient to cover the ongoing personnel salary expenses of the OAL Division of Administrative Rules' needs in connection with rulemaking review, proofreading, editing and necessary liaison work with the contractor. (See RFP Section 3.3.10). (Price Line 1 of Attachment 5.)

II. Percentage (%) Licensing Fee from Gross Sales

The bidder must submit its proposed percentage share of gross sales of all publication media for the New Jersey Administrative Code and New Jersey Register. (See 4.4.2.20 above for the definition of "gross sales".) (Price Line 2 of Attachment 5.)

III. Percentage (%) Discount to Governmental Entities

The bidder must submit a proposed percentage discount of all publication media for the Code and Register to be offered to State agencies, the Legislature and the Judiciary. (Price line 3 of Attachment 5.)

#### IV. Product Pricing

The bidder must indicate individual product prices for the full Administrative Code, New Jersey Register and any purchasable units thereof, that are applicable to each medium as indicated. The price schedule (Attachment 5) includes, but is not limited to, various publications and mediums sought and the bidder may suggest additional product alternatives. (Price lines 4 through 42 of Attachment 5, plus such other products as the bidder may suggest.)

#### V. Agency Booklets

The bidder must submit a schedule of prices per unit to produce rule booklets as may be occasionally requested by State agencies. The price per unit should be based on the 8 ½ X 11 format of the Code.

### 4.5 QUALITY ASSURANCE

The bidder must describe what steps will be taken to insure the quality of deliverables completed, and what steps will be taken to rectify errors, omissions, or faulty documents.

### 5.0 SPECIAL TERMS AND CONDITIONS

#### 5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal, and the Division's Notice of Award.

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

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

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's 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 and email address.

##### 5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an emergency 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 of the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement 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; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverable to the Associate Director of OMB.

## **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 cannot resolve a dispute with the 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 & 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, and 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 contractor 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 seven (7) 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, 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 and/or add a subcontractor, the contractor will identify the proposed new subcontractor 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 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.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add 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 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 copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available. 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. This section shall not apply to the use of "New Jersey" in the terms "New Jersey Register" and "New Jersey Administrative Code" appearing in the contractor's commercial advertising.

## 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, or 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.

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

## 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

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State to the sum of \$7,000 per workday that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not as penalty.

#### 5.19 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.

#### 5.20 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.

#### 5.21 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.

#### 5.22 CONTRACT PRICE INCREASE

The contractor shall be permitted to increase prices for the publications under this contract once per year based on the U.S. Department of Labor's Producer Price Index (PPI) for technical, scientific and professional book publishing. Requests for price increases must be submitted in writing to the OAL, for approval by the Director, Division of Purchase and Property, three months prior to the month the price increases are anticipated. The State will grant only one price increase for each year of the contract. A price increase request submitted more than one year after the prior increase was granted may request an increase based on the PPI increase from the last PPI on which the prior request was granted.

#### 5.23 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.

## 5.24 CONTRACT ACTIVITY REPORT - NOT APPLICABLE TO THIS PROCUREMENT

### 5.25 CONTRACTOR FUNCTIONS PERFORMED BY THE STATE

If it becomes necessary for the State to perform a contractor function which was within the scope of the contract but which was not performed by the contractor, the amount of the cost incurred by the State to perform the function, as determined by the Director, will be charged to the contractor.

### 5.26 CONFLICT OF INTEREST

This section supplements section 6 of the RFP's Standard Terms and Conditions.

The contractor shall describe any current or potential relationship that might be interpreted as a conflict of interest, including current litigation. The contractor must identify all other current contracts with State, county and municipal government agencies in New Jersey. The contractor must explain how each potential conflict will be resolved.

If during the term of the contract and any extension thereof the contractor becomes aware of an actual or potential relationship which may be considered a conflict of interest, the contractor shall immediately notify the State in writing.

Should a conflict of interest be detected any time during the contract, the State will so advise the contractor, in writing, specifying its basis, and may request that the contract be declared null and void, and the contractor shall assume all costs of this contract until such time as a new contractor is selected.

### 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.10:44A-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. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

Deleted:

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 DEEMED BREACH OF CONTRACT**

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 of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of 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, 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. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in **Appendix 29** attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report 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, in the form of the Disclosure attached hereto as **Appendix 30**. A separate Disclosure is required for each person or organization defined above as a Business Entity. 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 Disclosure(s) within five (5) business days of the State’s request.

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. A copy of the Continuing Disclosure of Political Contributions is attached hereto as **Appendix 31**. A separate disclosure is required for each person or organization defined above as a business entity.

**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.

Deleted:

## 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

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

### 6.3.2 THE BIDDER'S COST PROPOSAL

The bidder's cost proposal will be evaluated based upon the income benefits to the State, and the prices of all products offered to subscribers in the price schedule [Attachment 5](#).

### 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.

### 7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

**ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Certificate of Business Registration](#)
5. [Subcontractor Set Aside Forms](#)
6. [Price Schedules](#)
7. [Reciprocity Form \(Optional Submittal\)](#)

### **APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)
3. [New Jersey Administrative Procedure Act and OAL Rules on Agency Rulemaking](#)
4. [Rulemaking Agencies](#)
5. [November 17, 2003 New Jersey Register](#)
6. [Sample Code Page](#)
7. [Code Titles and Prices](#)
8. [Number of Pages per Code Title](#)
9. [2004 New Jersey Register Publication Schedule](#)
10. [Notice of Proposal as Filed with OAL](#)
11. [APO Memorandum](#)
12. [Notice of Proposal as "worked-up" by OAL](#)
13. [Certificate of Proposal, Adoption and Promulgation](#)
14. [Published Notice of Proposal](#)
15. [Notice of Adoption as Filed with OAL](#)
16. [Notice of Adoption as "worked-up" by OAL](#)
17. [Published Notice of Adoption](#)
18. [Full Code Index Sample Page](#)
19. [Full Code Definition Table Sample Page](#)
20. [Full Code Statute-to-Rule Table Sample Page](#)
21. [Full Code Rule-to-Statute Table Sample Page](#)
22. [Annual Register Pages 1993 - 2003](#)
23. [2004 New Jersey Register Production Schedule](#)
24. [Sample "Expired Rules" Code Page](#)
25. [New Jersey Documents Depository Libraries](#)
26. [New Jersey State Agencies Complimentary List](#)
27. [Code and Register Database Training](#)
28. [Paper Composite Screen Shots of Input Screens](#)
29. [Executive Order 134 Certification](#)
30. [Disclosure of Political Contributions](#)
31. [Continuing Disclosure of Political Contributions](#)



**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

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

<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**

	<b>YES</b>	<b>NO</b>
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 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 Name (Type or Print)**

\_\_\_\_\_  
**Name of Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

**ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
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: _____
<b>SUPPLEMENT TO BID SPECIFICATIONS</b>	
<b>DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:</b>	
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.	
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).	
<b>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</b>	
<b><u>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</u></b>	
<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.	

# 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	COUNTY	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR		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													
<b>TOTAL</b>													
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

The contract(s) to be awarded as a result of this Request for Proposal (RFP) 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. Bidders must respond to this requirement by completing 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.

Any bidder intending to subcontract, pursuant to Section 3.11 of the Standard Terms and Conditions, must 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.

**PROCEDURE:**

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 Evaluation Committee 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 may 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: <b>05-X-37046</b>	DPP Solicitation Title: <b>Publishing of the NJ Register and Code</b>
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

STATE OF NEW JERSEY, DIVISION OF PURCHASE AND PROPERTY (DPP) <b>SUBCONTRACTOR UTILIZATION PLAN</b> (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	DPP Solicitation No.: 05-X-37046
<b>NOTE:</b> 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: Publishing of the NJ Register and Code
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	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			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 SCHEDULE**

Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables.

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL	
<b>STATE OF NEW JERSEY</b> <b>DEPT OF TREASURY</b> <b>PURCHASE BUREAU</b> <b>33 WEST STATE STREET 8th FL</b> <b>PO BOX 230</b> <b>TRENTON, NJ 08625</b>		<b>NUMBER:</b> <b>OPEN DATE:</b> <b>T-NUMBER:</b> <b>BIDDER:</b> <b>FEIN:</b>	
<u>LINE NO</u>	<u>COMMODITY-SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
00001	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056636  OAL Guaranteed Licensing Fee	Year	\$586,000.00
00002	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056637  OAL Percentage Licensing Fee from Gross Sales	Percent	_____ %
00003	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056638  Percentage Discount to Governmental Entities	Percent	_____ %
00004	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056639  NJ Register Full Register - Print Version	Year	\$ _____
00005	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056640  NJ Register Full Register - Electronic Version	Year	\$ _____
00006	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056641  NJ Register Full Register - CD-ROM Version	Year	\$ _____
00007	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056642  NJ Register Multiple Subject Register - Print Version	Year	\$ _____
00008	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056643  NJ Register Multiple Subject Register - Electronic Version	Year	\$ _____
00009	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056644  NJ Register Single Subject Register - Print Version	Year	\$ _____

<u>LINE NO</u>	<u>COMMODITY-SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
00010	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056645  NJ Register Single Subject Register - Electronic Version	Year	\$ _____
00011	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056646  NJ Register Annual CD-ROM Register	Year	\$ _____
00012	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056647  NJ Register Single Copy Registers	Each	\$ _____
00013	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056649  Administrative Code Full Set Code - Print Version	Year	\$ _____
00014	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056650  Administrative Code Full Set Code - Semi-Monthly Update Service	Year	\$ _____
00015	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056651  Administrative Code Full Set Code - Electronic Service	Year	\$ _____
00016	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056652  Administrative Code Full Set Code - CD-ROM Version	Year	\$ _____
00017	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056653  Administrative Code Full Set Code - CD-ROM Update Service	Year	\$ _____
00018	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056654  Administrative Code Individual Titles - Print Version	Year	\$ _____
00019	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056655  Administrative Code Individual Titles - Semi-Monthly Update Service	Year	\$ _____
00020	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056656  Administrative Code Individual Titles - CD-ROM Version	Year	\$ _____

<u>LINE NO</u>	<u>COMMODITY-SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
00021	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056657  Administrative Code Individual Titles - CD-ROM Update Service	Year	\$ _____
00022	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056658  Administrative Code Purchasable Units - Print Version	Year	\$ _____
00023	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056682  Administrative Code Purchasable Units - Semi-Monthly Update Service	Year	\$ _____
00024	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056659  Administrative Code Purchasable Units - CD-ROM	Year	\$ _____
00025	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056660  Administrative Code Purchasable Units - CD-ROM Update Service	Year	\$ _____
00026	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056661  Administrative Code Full Code Index - Print Version	Year	\$ _____
00027	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056662  Administrative Code Full Code Index - Electronic Version	Year	\$ _____
00028	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056663  Administrative Code Individual Title Indices - Print Version	Year	\$ _____
00029	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056664  Administrative Code Historical Code - Electronic Version	Year	\$ _____
00030	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056666  Agency Booklets Unit Price Per Booklet with Printed Cover 100 Page Booklet - 500 Copies	Each	\$ _____

<b>LINE NO</b>	<b>COMMODITY-SERVICE DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
00031	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056667  Agency Booklets Unit Price Per Booklet with Printed Cover 100 Page Booklet - 1,000 Copies	Each	\$ _____
00032	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056668  Agency Booklets Unit Price Per Booklet with Printed Cover 100 Page Booklet - 2,000 Copies	Each	\$ _____
00033	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056669  Agency Booklets Unit Price Per Booklet with Printed Cover 100 Page Booklet - 3,000 Copies	Each	\$ _____
00034	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056670  Agency Booklets Unit Price per Booklet with Printed Cover 200 Page Booklet - 500 copies	Each	\$ _____
00035	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056671  Agency Booklets Unit Price per Booklet with Printed Cover 200 Page Booklet - 1,000 copies	Each	\$ _____
00036	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056672  Agency Booklets Unit Price per Booklet with Printed Cover 200 Page Booklet - 2,000 copies	Each	\$ _____
00037	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056673  Agency Booklets Unit Price per Booklet with Printed Cover 200 Page Booklet - 3,000 copies	Each	\$ _____
00038	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056674  Agency Booklets Unit Price per Booklet with Printed Cover 500 Page Booklet - 500 Copies	Each	\$ _____
00039	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056675  Agency Booklets Unit Price per Booklet with Printed Cover 500 Page Booklet - 1,000 copies	Each	\$ _____

<u>LINE NO</u>	<u>COMMODITY-SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
00040	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056676  Agency Booklets Unit Price per Booklet with Printed Cover 500 Page Booklet - 2,000 copies	Each	\$ _____
00041	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056677  Agency Booklets Unit Price per Booklet with Printed Cover 500 Page Booklet - 3,000 Copies	Each	\$ _____
00042	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-056678  Other Publication Products the Bidder Considers Marketable		Provide List
00043	<b>PUBLISHING OF THE NJ REGISTER &amp; CODE</b> Commodity Code: 966-67-057190  This price line will provide for the using agency to make payments in accordance with RFP Section 5.23 - Additional Work.  Attach a schedule of any and all titles and hourly rates that could apply over the term of the contract in the event of additional work.	Hour	Attach Schedule

**\*\*NOTE: This suggested product listing is not intended to limit the offering of other publication products which bidders may consider marketable. The bidder is encouraged to add additional price lines for additional products.**

**ATTACHMENT 6 - 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 or 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 you 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** - All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business with the State of New Jersey. "Business organization means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. Proof of valid business registration shall be submitted by a bidder with its bid proposal. No contract will be awarded without proof of business registration with the Division of Revenue. 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/gettingregistered.htm#busentity>.
- 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-1 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 uncopied 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 provision 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 his 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.

**APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

**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.