



# Request for Proposal 13-X-22355

## For: Hosting, Maintenance, Support for the NJ Statewide Voter Registration System

| Event                                                                                                              | Date     | Time                           |
|--------------------------------------------------------------------------------------------------------------------|----------|--------------------------------|
| <b>Bidder's Electronic Question Due Date</b><br>(Refer to <a href="#">RFP Section 1.3.1</a> for more information.) | 9/14/12  | End of Pre-Proposal Conference |
| <b>Mandatory Pre-Proposal Conference</b><br>(Refer to <a href="#">RFP Section 1.3.5</a> for more information.)     | 9/14/12  | 2:00 PM                        |
| <b>Mandatory Site Visit</b><br>(Refer to <a href="#">RFP Section 1.3.4</a> for more information.)                  | 9/14/12  | 10:00 AM                       |
| <b>Proposal Submission Due Date</b><br>(Refer to <a href="#">RFP Section 1.3.2</a> for more information.)          | 10/19/12 | 2:00 PM                        |

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

|                                 | Status                                                       | Category                     |
|---------------------------------|--------------------------------------------------------------|------------------------------|
| <b>Small Business Set-Aside</b> | <input checked="" type="checkbox"/> Not Applicable           |                              |
|                                 | <input type="checkbox"/> Entire Contract                     | <input type="checkbox"/> I   |
|                                 | <input type="checkbox"/> Partial Contract                    | <input type="checkbox"/> II  |
|                                 | <input type="checkbox"/> <a href="#">Subcontracting Only</a> | <input type="checkbox"/> III |

RFP Issued By

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

Using Agency

State of New Jersey  
Department of State  
Division of Elections

Date: August 24, 2012

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of The New Jersey Department of State, Division of Elections. The purpose of this RFP is to solicit proposals for Hosting, Maintenance, Transition and support of the Statewide Voter Registration System (SVRS).

The intent of this RFP is to award a term contract of ten (10) years with two (2) optional one (1) year extensions to a responsible Bidder whose proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

#### **1.1.2 EXPECTED BENEFITS**

Through this RFP, the State expects to benefit both economically and operationally from advancements in technology and overall vendor capabilities that were not available at the time the original contract commenced. Expected benefits include, but are not limited to:

Greater SVRS Performance: The nature of the elections cycle results in significant concurrent use of the SVRS and simultaneous transaction generation during critical peak election times. (See RFP Attachments for specific data). This includes functions such as Poll Book Generation/Printing, Batch Scanning of Voter Signatures, Report Generation, and Label Printing. State and county users expect to be able to conduct these tasks without degradation of SVRS speed and performance thereby reducing the time staff must dedicate to ensure transactions complete successfully prior to elections.

Lower Total Cost of Ownership for the State: The current SVRS environment architecture, structure of support services, and ownership of physical hardware equate to significant cost for the State. Based on advancements in technology and communications since the original contract was procured, in addition to the current knowledge and capabilities of State and county staff, the State expects the Contractor to offer competitively priced services that reduce the State's current and long term financial burden, while meeting the requirements and service level expectations contained in this RFP.

Streamlined Overall Support Services: The current SVRS Hosting, Maintenance & Support contract includes components that fit the overall needs and demands of the State at the time the system and services were originally procured. This includes a dedicated Help Desk, Onsite Support Resources, Elections Subject Matter Experts, State Owned Hardware, and physical environments constantly performing at peak levels. Based on the current knowledge of SVRS users and the system requirements necessary to support the cyclical nature of elections, State and county support needs have evolved to enable a more streamlined or blended approach to these overall support services. The State expects improved efficiency by considering options that streamline services, help achieve the financial expectations outlined above, while maintaining the service levels required by this RFP.

The State of NJ Standard 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 this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

## **1.2 BACKGROUND**

This is a repurchase of **Statewide Voter Registration System (SVRS)** services under waiver AE-106 presently due to expire on March 31, 2013.

The New Jersey Statewide Voter Registration System (SVRS) has been in production since 2006 and used by municipal, county, and State personnel for performing numerous functions and transactions in support of the Department of State, Division of Elections operations. The current contract with Hewlett Packard (HP) for hosting, maintaining and supporting the SVRS, AE-106, is nearing completion. This contract has been successful in fulfilling the State's objectives and the State expects to continue this success through this RFP and selection of a Contractor.

SVRS was purchased from Covansys, Inc. ("Covansys") in 2005 based on their ElectionNet application. While the core components of ElectionNet remain, the application has, and continues to be modified to meet changes in New Jersey election law. Covansys deployed the system for initial use in 2006 and was responsible for the original Hosting, Maintenance, & Support services. Since 2006, the contract has been assigned first to Saber Software, Inc., EDS, and most recently HP Enterprise Services through a number of corporate acquisitions. HP currently holds the contract for Hosting, Maintenance & Support of the SVRS, which is nearing completion.

The June 2007 Primary Election marked the first time in the State's history that an election was executed using a centralized voter registration database, the SVRS. Although counties started entering data into the SVRS in 2006, prior to this election only a few counties had been printing their poll books from the SVRS. This major milestone was achieved by providing extensive "cut-over" field support and training at every county office. Since this time, the SVRS has been used state-wide to successfully manage all elections at the State, county, and municipal level.

The SVRS interfaces with various agency systems throughout the State, i.e. Motor Vehicle Commission ("MVC"), Administrative Office of the Courts ("AOC"), Department of Corrections ("DOC") and Department of Human Services ("DHS") to validate voter registration information.

Attachments 1, 2, and 3 to this RFP contain detailed information pertaining to the current NJ SVRS environment, SVRS performance, Election Cycle data, and other aspects of the current support contract. The NJ SVRS user manual is available at the following link in order to better understand the scope and functions of the application:

<https://electionet.njsvrs.com/help/usermanual.html>

## **1.3 KEY EVENTS**

### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Division will electronically accept questions and inquiries from all potential Bidders via the web at <http://ebid.nj.gov/QA.aspx>.

- Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP;
- Each question should begin by referencing the RFP page number and section number to which it relates; and
- Questions regarding the Standard Terms and Conditions, as set forth in this RFP, shall be posed during this *Electronic Question and Answer Period* and should contain the Bidder suggested changes, if any.

Bidders must not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is the end of the Mandatory Pre-Proposal Conference.. Addenda to this RFP, if any, will be posted on the Division's website after the cut-off date. ([See RFP Section 1.4.1 for further information.](#))

### **1.3.2 SUBMISSION OF PROPOSAL**

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

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

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau.

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

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

### **1.3.3 ELECTRONIC BIDDING (EBID)**

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the Bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

#### **On-line Electronic Bid Training Sessions:**

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The Bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the Bidder's responsibility to ensure that the eBid has been properly submitted.

### **1.3.4 MANDATORY SITE VISIT**

A Mandatory Site Visit has been scheduled for this procurement on the date and time indicated on the cover sheet. The location of the Mandatory Site Visit will be as follows:

**Department of the Treasury-Division of Purchase and Property**  
**33 West State Street-9<sup>th</sup> Floor Bid Room**  
**Trenton, NJ 08625**

The Mandatory Site Visit will provide Bidders with a demonstration of the NJ Statewide Voter Registration System (SVRS) software. During this demonstration there will be no questions. All questions pertaining to the demonstration must be presented either during the Mandatory Pre-Proposal Conference or submitted electronically as per section 1.3.1.

A proposal will be automatically rejected from any Bidder that was not represented or failed to properly register at the Mandatory Site Visit.

An attendee may represent no more than one potential bidding entity.

**NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.**

**1.3.5 MANDATORY PRE-PROPOSAL CONFERENCE**

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

**Department of the Treasury-Division of Purchase and Property**  
**33 West State Street-9<sup>th</sup> Floor Bid Room**  
**Trenton, NJ 08625**

Directions to the Purchase Bureau can be found on the following website:  
<http://www.state.nj.us/treasury/purchase/directions.htm>

A proposal will be automatically rejected from any Bidder that was not represented or failed to properly register at the Mandatory Pre-Proposal Conference.

An attendee may represent no more than one potential bidding entity.

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

**1.3.6 PRE-PROPOSAL DOCUMENT REVIEW**

Not Applicable to this Procurement.

**1.4 ADDITIONAL INFORMATION**

**1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT

<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 Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through proposal opening.

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

#### **1.4.2 BIDDER RESPONSIBILITY**

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

#### **1.4.3 COST LIABILITY**

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

#### **1.4.4 CONTENTS OF PROPOSAL**

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to bid opening, all information submitted by Bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by Bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.

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

#### **1.4.5 PROPOSAL OPENING**

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the Bidders submitting proposals will be announced and the contents of the proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS**

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

#### **1.4.7 BID/PROPOSAL ERRORS**

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," Bidder may withdraw its proposal as described below.

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

If, after proposal opening but before contract award, Bidder discovers an error in its proposal, the Bidder may make a written request to the Supervisor of the Bid Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After bid opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future bids or proposals.

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

**Department of the Treasury  
Procurement Bureau  
PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Bid Review Unit**

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the Bidder. The Bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

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

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a proposal, the agreement between the parties relating to such

joint venture shall be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

#### **1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

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 its 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 as it deems appropriate to supplement the stated survey information.

The 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 proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal opening. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

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. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

**Addendum** – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

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

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

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

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

**Contractor** – The Bidder awarded a contract resulting from this RFP.

**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 proposals submitted in response to this RFP and to recommend a contract award to the Director.

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

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

**May** – Denotes that which is permissible, not mandatory.

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

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits 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 proposal as non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Small business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

**State** – State of New Jersey.

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

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

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

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

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

## **2.2 CONTRACT-SPECIFIC DEFINITIONS**

**AOC** – Administrative Office of the Courts; provides weekly files to DoE relating to sentencing of a felony charge or greater.

**DHS** – Department of Human Services; reports all deaths to DoE on a weekly basis.

**DIA** – Direct Impact Agencies; Federal and State agencies that are required to share information with the SVRS application based on HAVA requirements and/or State and Federal law.

**DOC** – Department of Corrections; provides information relating to people incarcerated in a NJ prison.

**DoE** – Division of Elections; oversees adherence to Federal and State election laws, as well as assists county election officials, county clerks, and the public on matters of election administration.

**DOS** – Department of State.

**Election** – Includes all primary, general, municipal, school and special elections.

**Federal Election** – Any general, special, or primary held for the purpose of nominating or electing any candidate for the office of President or Vice President of the United States, Presidential elector, United States Senator or member of the United States House of Representatives.

**Full Election Cycle** – The period of January 1 through December 15.

**General Election** – Annual election held the first Tuesday after the first Monday in November.

**HAVA** – Help America Vote Act – is a United States Federal Law drafted in reaction to the controversy of the 2000 presidential election and signed by President Bush on October 29, 2002. HAVA mandates that all states and localities upgrade many aspects of their election procedures, including their voting machines, registration processes and poll worker training.

**Java** - a computer language (Object Oriented Programming Language) developed by Sun Microsystems that can be read by many different computer platforms without the need for programmers to laboriously port the program to each platform.

**Java 2 Platform Enterprise Edition (J2EE)** - a programming platform and part of the Java platform for developing and running distributed multi-tier architecture Java applications, based largely on modular software components running on an application server.

**Local Area Network (LAN)** - a computer network covering a small geographic area, such as an office or group of buildings. Each device or computer in the LAN has its own computing power but can also access other devices on the LAN subject to the permissions it has been allowed. These could include data, processing power and the ability to communicate or chat with other users in the network.

**MPLS** – Multiprotocol Label Switching - is a mechanism in high-performance telecommunications networks which directs and carries data from one network node to the next with the help of labels. MPLS makes it easy to create "virtual links" between distant nodes. It can encapsulate packets of various network protocols.

**Municipal Election** – Election held in and for a single municipality only, at regular intervals.

**Municipality** – Includes any city, town, borough, village, or township.

**MVC** – Motor Vehicle Commission; the NJ State agency responsible for oversight and administration of motor vehicle functions within the State and provides DoE with a weekly file of voters who register or change their registration.

**OIT** – Office of Information Technology; the State agency supporting many of the technology functions for State agencies as well as defining the State's IT guidelines and strategic vision.

**Presidential Election** – An election to be held for the election of electors for President and Vice President of the United States.

**Presidential Year** – The year in which electors of President and Vice President of the United States are voted for at the general election.

**Primary Election** – The procedure whereby the members of a political party in the State or any political subdivision thereof nominate candidates to be voted for at general elections, or elect persons to fill party offices, or delegates and alternates to national conventions.

**QA** – Quality Assurance.

**QC** – Quality Control.

**SLA** – Service Level Agreement.

**SVRS** – Statewide Voter Registration System.

**UAT** – User Acceptance Test.

**Virtual LAN (VLAN)** - a method of creating independent logical networks within a physical network. Several VLANs can co-exist within such a network.

**Wide Area Network (WAN)** - a computer network that covers a broad area (i.e., any network whose communications links cross metropolitan, regional, or national boundaries). The largest and most well-known example of a WAN is the Internet. WANs are used to connect LANs and other types of networks, so that users and computers in one location can communicate with users and computers in other locations.

## **3.0 SCOPE OF WORK**

### **3.1 GENERAL**

#### **3.1.1 OVERVIEW OF SCOPE OF WORK**

The scope of services provided by the Contractor includes: Hosting, Software Maintenance and Development, Transition Services and overall support of the New Jersey Statewide Voter Registration System (NJ SVRS) and its State, county and municipal users.

The Contractor shall:

- Support the county locations in the event of downed communication lines and ensure SVRS access;
- Provide for a mechanism to process and produce the Poll Book file at the county level for each county (currently that is the main function of the county server);
- Provide overall account and project management to ensure the highest levels of contract performance and customer service are achieved;
- Provide internal (to vendor) QA/QC oversight to ensure technical, operational, and all other requirements are delivered to meet or exceed contract service level agreements;
- Utilize Contractor staff that has the education, background and industry experience necessary to fulfill the requirements of this contract;
- Provide the State with regular contract performance reporting as defined in [section 3.1.7:Reporting](#), or as requested by the State Contract Manager during the contract period;
- Execute an effective and timely plan to transition services from the current vendor to the Contractor without disrupting NJ Elections operations;
- Provide a turnkey, comprehensive Hosting service solution for the SVRS that does not require the State to purchase or own physical hardware, unless otherwise specifically noted in this contract;
- Provide end-to-end Maintenance and Support services for the SVRS including but not limited to application code, third party software, networking infrastructure and hardware;
- Provide an overall solution that ensures the backup of SVRS data on a daily, continuous basis to prevent loss of data in the event of a system outage or disaster;
- Provide overall Support services for State, county, and municipal SVRS users and technicians (approximately 1,100);
- Provide additional technical and network support services in accordance with contract requirements;
- Manage all third party relationships associated with the SVRS including, but not limited to, Contractor staff, third party hardware/software vendors, and third party network and connectivity service providers;
- Provide networking, connectivity services and equipment, including redundant circuits and hardware, to ensure the SVRS service levels and availability required by this contract are achieved;
- Design, build, test, and deploy SVRS enhancements, as approved by the State Contract Manager, in accordance with change control rates established in the contract;

- o The Contractor must provide for a UAT/Training environment in addition to the live production environment and failover environment as outlined in this RFP;
- o Provide support tools and documented processes necessary for the logging, classification, escalation, and resolution of system and non-system related issues (under the current SVRS support contract, State and county staff utilize the JIRA Issue & Project Tracking Tool hosted and supported by the current vendor).
- Provide disaster recovery and failover capability to ensure NJ elections business continuity and continued availability of the SVRS in the event of disaster or other system outage;
- Maintain the security and confidentiality requirements set forth in this contract;
- Provide source code of the production SVRS application environment to the Division of Elections on a quarterly basis, or as requested by the State, in a media format agreed to by the State Contract Manager after contract award; and
- Provide a solution where the document imaging server shall remain at the county level for local processing activities.

The Contractor shall update and optimize the SVRS application to meet current and future performance requirements. This may include, but not be limited to, a full re-write of the SVRS application to operate in a 64-bit environment, changes, enhancements, upgrades, and replacement of SVRS hardware and software.

### **3.1.2 CONTRACTOR SERVICES SCHEDULE**

#### **3.1.2.1 CONTRACTOR TRANSITION PERIOD**

The Contractor shall adhere to the State Contract Manager approved transition plan that includes, at a minimum:

- The approach, tasks, milestones, and deadlines necessary for the Contractor to accept turnover of the SVRS no later than December 31, 2012;
- All relevant and applicable components to ensure continuity of service, continuity of the State's election business, and continuity of SVRS availability, all of which must be seamless and transparent to the end user;
- A plan to interact with all relevant State and county staff, in addition to the current vendor staff and any applicable 3<sup>rd</sup> party resources to ensure an effective transition;
- A plan to work with the State's current Contractor to transition all records, systems, data, tools, escrow accounts (see attachments 1 and 2), and any other items needed to fulfill the requirements of this contract from the State's current Contractor;
- A plan to execute the transition plan with its proposed Contractor staff, working in collaboration with the State, county, and current vendor resources;
- A plan to comply with the requirement to provide an updated transition plan to the State within five (5) business days after contract award;
- A plan to comply with the transition requirements of [Section 3.1.2.3:Contract Expiration and System Turnover](#);
- A plan to comply with the transition requirements of [Section 3.1.3:Contractor Staffing](#), regarding Project Manager and transition team duties and deliverables; and
- A plan to comply with the transition requirements of [Section 3.1.6:Contract Management](#), regarding meetings and status reporting duties and deliverables.

### **3.1.2.2 CONTRACTOR SCHEDULE OF SERVICES**

Contractor shall provide an SVRS availability of 95% uptime throughout the contract.

The Contractor shall comply with the following regular schedule requirements:

- The Contractor shall supply quarterly SVRS source code backups to the Division of Elections. This shall include any and all updates and enhancements to the source code made during the prior period;
- The first source code deliverable to the Division of Elections shall be made within five (5) business days of the effective date of this Contract and shall include all current SVRS and related source code;
- The Contractor shall provide ad-hoc reports at the request of the State Contract Manager. These reports are normally “back-end” custom Statewide queries that cannot be run at the user level. Requests of this type usually occur twice per month;
- The Contractor shall provide monthly service performance and summary reports as outlined in [Section 3.1.7: Reporting](#); and
- The Contractor shall provide annual service performance and summary reports as outlined in [Section 3.1.7: Reporting](#).

### **3.1.2.3 CONTRACT EXPIRATION AND SYSTEM TURNOVER**

Prior to completion and expiration of this contract, the Contractor shall work with the State to transition all SVRS records, systems, and data to the appropriate party as directed by the State Contract Manager.

The Contractor shall provide a transition plan to the State Contract Manager twelve (12) months prior to the end of the contract term.

This Transition Plan shall include, but is not limited to:

- Approach;
- Tasks/Sub-tasks;
- Timeline;
- Resource Requirements; and
- Documentation.

As requested by the State Contract Manager, the Contractor shall work with the State and any designated 3<sup>rd</sup> party throughout the course of all transition activities necessary to continue SVRS operations and ensure uninterrupted service.

### **3.1.3 CONTRACTOR STAFFING**

The Contractor staff assigned to this project shall possess the necessary skills and experience to perform the services required by this contract.

- All Contractor staff shall have public sector experience;
- The Contractor shall have Election experience including the use, maintenance, and support of election management systems of similar size and complexity as the current SVRS environment; and

- The Contractor shall provide an organization chart that reflects its assigned staff and communication channels between teams and management for both Contractor and State.

The Contractor may provide a single individual to perform both Project and Contract Management roles.

**Project Manager:** The Contractor shall provide a Project Manager that shall provide oversight and management of all Contractor resources and activities for the duration of the Contract. This shall include management of the Contractor's transition team and all related activities.

The Contractor shall provide a senior Project Manager that shall serve as the single point of contact to the State for all services rendered under the Contract.

The Contractor's Project Manager shall be approved by the State Contract Manager and shall have the following minimum requirements:

- At least 5 years of IT project and contract management experience;
- At least 3 years of experience managing IT teams in the delivery of services similar to those required by this RFP. Experience must include management of related services for at least one large government application;
- Must have demonstrated elections administration experience; and
- Must possess excellent communication skills, both verbal and written.

Any candidate rejected by the State Contract Manager must be replaced by a candidate with equal or greater qualifications, as outlined above, and be approved by the State Contract Manager.

**Transition Team:** Contractor shall provide staff responsible for executing the transition of services from the current vendor to Contractor.

The transition team shall execute the approved transition plan referenced in Section [3.1.2: Contractor Services Schedule](#) with the required oversight of Contractor's project manager.

**Onsite Staff:** The State shall approve all proposed on-site staff and shall provide office space for a total of three (3) full-time Contractor staff. All work will be performed at the Division of Elections Office, 225 East State Street, Trenton, New Jersey.

The Contractor shall provide two (2) full-time resources to perform the following, in addition to any other duties necessary to execute Contractor's services:

- Perform end-user, network, and software support to State and county Staff;
- Provide field support at county office locations, as needed; and
- Work with State and Contractor teams to troubleshoot and resolve SVRS related issues.

The Contractor shall also provide at least one (1) experienced business analyst as part of Contractor's approved on-site team to provide ongoing SVRS application software expertise, to include but not be limited to:

- Analysis of NJ and federal legislative changes for potential impact to the NJ SVRS;
- Analysis and preparation of change control request documents for potential enhancements/updates to the SVRS; and
- Conducting web-based and classroom training for approved application changes,

including but not limited to changes that involve exporting data to the MS Office suite.

**Hosting, Maintenance & Support Team(s):** Contractor shall provide staff necessary to host, maintain and support the SVRS.

Hosting, maintenance & support team(s) shall execute and oversee the delivery of these services.

**Development Team – Application Maintenance & Enhancements:** The Contractor shall provide a development team that assesses, designs, builds, tests, and deploys application enhancements for ad-hoc work to the SVRS as approved by the State Contract Manager.

**Change Control Process:** The Contractor shall provide an approved change control process to be managed by the Contractor and the State Contract Manager.

Contractor shall assemble a team, as required, to execute the tasks and deliverables associated with application maintenance (bug fix and defect resolution) as well as enhancements (Change Control Requests) approved by the State Contract Manager.

Contractor shall provide the necessary resources to assess, program, test and deploy all application defect/bug fixes and system enhancements through an agreed upon release schedule and process.

Contractor should consider how the teams outlined above may be streamlined to utilize resources most effectively. Specific Contractor staff/resources may be utilized across teams provided all requirements and service levels are maintained.

### **3.1.4 CONTRACTOR LOGISTICS**

All Contractor services related to this contract shall be performed within the United States.

Onsite Contractor resources shall be located at State offices in Trenton, New Jersey from 8:30AM – 5:00PM Monday through Friday Eastern Time, or as otherwise stated in this Contract.

Within thirty (30) days after contract effective date, the Contractor shall provide to the State Contract Manager the physical location of all services to be rendered including, but not limited to: hosting facilities, maintenance & support facilities and user support staff. Contractor shall provide this information for all services rendered and all staff engaged in the delivery of the Contractor's services.

The Contractor shall provide all required equipment necessary to perform its services including but not limited to: PC's/laptops, software licenses, personal hardware, network & connectivity, etc.

The State shall provide Contractor onsite resources with office space, desks, telephones, and network printers. All Contractor owned equipment is subject to State IT approval if connected to the State network.

### **3.1.5 ROLE OF STATE & COUNTY STAFF**

The State, through the Department of State – Division of Elections, is responsible for managing the services contract for hosting, maintenance and support of the SVRS.

Contractor staff shall interact with State personnel on a daily basis, as necessary, through the duration of this Contract to ensure the goals of the State are achieved.

The State shall provide staff, through the Division of Elections, with elections management expertise, knowledge of the SVRS, knowledge of county elections processes, and who can assist in facilitating discussions with county personnel as necessary.

The State Contract Manager shall assign work to State staff as necessary, monitor performance of the Contractor's delivery of services, and determine the effectiveness of the Contractor staff

and services.

The Project Manager shall work with the State Contract Manager to ensure satisfactory delivery of Contractor services and compliance with all service level agreements.

Each of the 21 counties in New Jersey has staff that is authorized to use the SVRS to perform day- to-day functions. Contractor staff shall interact with county and municipal users to provide overall maintenance and support services as approved by the State.

The 21 counties, in collaboration with the State, have formed a SVRS Software Committee that assesses system and environment performance, reviews potential system enhancements, and ensures the SVRS meets their election needs.

Contractor shall interact with this committee, as requested by the State, to ensure the SVRS service level agreements, overall performance, and potential enhancements meet the needs of the counties and State.

Each county has technical staff responsible for county specific networking and connectivity.

Contractor staff shall interact with approximately 1,100 county and municipal users to troubleshoot and resolve potential technical issues in accordance with Contractors proposed services.

The Contractor shall participate, as required by the State Contract Manager, in any meetings with State or county staff concerning the SVRS. This may include, but is not limited to: reviews of SVRS application and environment performance; review and approvals of potential SVRS enhancements and change controls; and review of regular SVRS support metrics regarding issues, defects, ticket tracking, etc.

State and county staff are responsible for the maintenance and support of all infrastructure, hardware, and software, including desktop computers and local area network (LAN) connections that are not directly associated with the deployment, implementation, and SLA of the NJ SVRS application or its operations.

### **3.1.6 CONTRACT MANAGEMENT**

The Contractor's Project Manager shall meet with the State Contract Manager within thirty (30) calendar days after Contract effective date to ensure its adherence to the terms of the contract and the satisfactory performance of the service.

Contractor's Project Manager, State Contract Manager, and any other designated staff shall meet weekly, at a minimum, during the Transition Period to discuss status of the transition.

Weekly meetings shall continue through the initial weeks and months after the transition is successfully completed until the State Contract Manager determines that less frequent meetings are required.

The Contractor's Project Manager shall submit weekly status reports during the transition period. The transition status report shall include at minimum:

- A list of tasks, milestones and associated deliverables completed since the last meeting and status report;
- The status of all tasks, milestones and associated deliverables in the approved transition plan whether completed, on schedule, behind schedule, etc;
- Identification of tasks that are at risk of delaying the overall transition plan and schedule impact of each and proposed solution. Risks shall be escalated immediately upon identification and not be withheld until the next scheduled meeting;

- A list of any questions or issues that shall be resolved as well as a risk assessment; and
- Schedule of activities for the next period (week) including tasks, milestones, and deliverables.

In addition to the transition period, Contractor's Project Manager shall submit regular reports (and as requested by the State Contract Manager) throughout the duration of the contract. This shall include, but is not limited to, the following:

- Monthly service performance and summary reports as outlined in [Section 3.1.7:Reporting](#);
- Annual service performance and summary reports as outlined in [Section 3.1.7:Reporting](#); and
- Ad-hoc reports at the request of the State Contract Manager.

The State expects that the Contract Management function, for a contract of this size and duration, shall evolve over time. As such, the contract management activities shall likely evolve over time. The contract management responsibilities outlined in this section describe a general, minimum set of tasks and deliverables that shall be required. The State, through the Division of Elections, shall set the standards and requirements for contract management reporting and tasks throughout the life of the contract. The Contractor shall comply with those standards and requirements for the duration of the contract. The State, Division of Elections, shall work collaboratively with Contractor to determine the most practical and effective approach to contract management over time.

### **3.1.7 REPORTING**

All reports shall be made available to the State electronically in a mutually agreed upon format. The Contractor shall produce quality management reports to be used by the Division of Elections to monitor overall contract performance as well as adherence to service level agreements, and specific performance data for hosting, maintenance and support activities. These reporting requirements shall be provided by the Contractor from the date of the contract award and throughout the life of the contract.

**Weekly Transition Reports:** during the course of the Transition Period the Contractor shall provide the State with weekly progress reports to be reviewed in meetings with the State Contract Manager (as outlined in section [3.1.6:Contract Management](#)) to ensure a successful transition from current vendor to Contractor. These reports shall contain, at minimum, those items referenced in section [3.1.6:Contract Management](#).

**Monthly Contract Performance Reports:** through the life of the contract, the Contractor shall provide the State with monthly contract performance reports that address key activities, performance metrics, issues tracking, system enhancements, and other data as requested by the State, for each component of Contractor services. These reports shall be submitted to the State within five (5) business days after the last day of the month and shall contain, at minimum:

- Management Summary of Monthly Services;
- Support Statistics: such as number of calls, call duration, tickets logged in tracking tool, status metrics for all tickets and issues, ticket or issues breakdown by severity, number of tickets opened/closed;
- Hosting Service Performance: such as volumes, usage, loads, availability, issues, etc;
- Maintenance & Support Performance: such as application defects/fixes,

network and connectivity issues/fixes, enhancements approved/in progress/deployed, etc;

- General application performance data;
- Details on any incident that affected the system and how it was resolved;
- Connectivity data (e.g. availability and latency); and
- Open Issues.

**Annual Contract Performance Reports:** Throughout the term of the Contract, the Contractor shall provide the State Contract Manager with annual contract performance reports that address key activities, performance metrics, issues tracking, system enhancements, and other data as requested by the State, for each component of Contractor services. These reports shall be submitted to the State Contract Manager within fifteen (15) calendar days after contract year end and contain, at minimum:

- Table of Contents;
- Management Summary of Monthly Services;
- Support Statistics: such as number of calls, call duration, tickets logged in tracking tool, status metrics for all tickets and issues, ticket or issues breakdown by severity, number of tickets opened/closed, etc;
- Hosting Service Performance: such as volumes, usage, loads, availability, issues, etc;
- Maintenance & Support Performance: such as application defects/fixes, network and connectivity issues/fixes, enhancements approved/in progress/deployed, etc; and
- Major accomplishments for the year.

**Ad-Hoc Reporting:** At the discretion and request of the State Contract Manager, the Contractor shall provide the State with reports as necessary and related to the Contractor's delivery of services.

### **3.1.8 TRAINING**

The Contractor shall provide approved training of State and/or county staff as detailed in its approved transition plan.

Contractor shall work with the State Contract Manager immediately upon the effective date of Contract to finalize any necessary training plans.

Contractor shall provide ongoing training for approximately 1,100 end users. This shall include, but not be limited to:

- Ad-hoc web training sessions through live meeting or Webinar;
- User specific training sessions, for new software features;
  - o County Clerks, Commissioner(s) of Registration; and
  - o Superintendents, county boards, municipal clerks.

## **3.2 SVRS & USER SUPPORT SERVICES**

### **3.2.1 OVERVIEW**

The current SVRS contract includes user support through an on-site SVRS helpdesk, onsite functional and technical resources, access to elections subject matter experts, and other components that have served the New Jersey Division of Elections successfully in the past. It is the expectation of the State that this success continues.

Current and future needs of the State have and will continue to evolve and demand that SVRS support services have the flexibility to evolve as well.

- The Contractor shall provide an overall support service in accordance with industry best practices that ensure the most responsive and effective support shall be provided to the State and counties;
- The Contractor shall provide support resources and services that assess, manage, and resolve current and future State and county user needs. (See “Attachment 2” for data and metrics for annual, monthly, peak and non-peak usage of current SVRS support services);
- The Contractor shall provide a central point of contact for users of the NJ SVRS. The central point of contact shall be responsible for the following at minimum (the central point of contact may be a help desk function or other streamlined use of resources):
  - o Prioritize support needs based on the guidelines and requirements of this section;
  - o Log support requests in a network issue tracking tool (currently JIRA);
  - o Provide immediate assistance and resolution to user requests in accordance with agreed upon response times and service levels contained in this RFP;
  - o Escalate and reassign requests for services to the appropriate teams;
  - o Escalate and otherwise direct all hardware and network issues to the appropriate Contractor team or third party vendor as necessary; and
  - o Dispatch Contractor’s onsite hardware, network, and application service resources when not covered by another third party vendor.
- The Contractor shall be responsible for tracking and managing support requests/issues through final resolution;
- The Contractor shall provide telephone coverage and an email address to the central point of contact for all SVRS users;
- The Contractor shall provide a dedicated support/issue tracking tool that can be accessed by all SVRS users over the web/network. Contractor’s proposed tool shall provide the ability for Contractor, State and county users to access, add/update/delete, and otherwise manage issues according to an agreed upon process;
  - o The Contractor shall work with the State and current vendor to transition all JIRA issue tracking data to the new support service structure and tools. Contractor shall provide the ability to access, update, and report on historical issue tracking data in addition to information and data collected during the course of Contractor’s services;
  - o All users shall have the ability to access the Contractor’s tracking tool via the web and provide detailed reports through multiple formats (for example HTML, Microsoft Excel, Printable Text, etc.);

- o The Contractor shall provide support service that includes all necessary software licenses related to the support/issue tracking tool;
- The Contractor shall, in collaboration with State and county staff, make updates to the SVRS user manual as required to reflect changes in user accessibility, system functionality, and other required updates;
- The Contractor shall provide regular support service reports, as approved by the State Contract Manager, in accordance with the requirements of [section 3.1.7:Reporting](#);
- The Contractor shall provide dedicated support services Monday through Friday from 8:30AM – 5PM Eastern Time during non-election periods;
- The Contractor shall provide dedicated support services Monday through Sunday from 8:30AM – 5PM Eastern Time during peak election periods. These periods are defined as the 21 days prior to and including the following election dates annually:
  - o 3<sup>rd</sup> Saturday of February (day of election only and not the 21 calendar days prior);
  - o State School Election: 3<sup>rd</sup> Tuesday in April;
  - o Primary Election: 1<sup>st</sup> Tuesday after the 1<sup>st</sup> Monday in June; and
  - o General Election: 1<sup>st</sup> Tuesday after the 1<sup>st</sup> Monday in November.
- Throughout the Full Election Cycle, there are occasions when the State and counties require extended periods of support. The Contractor shall extend support service times to 9PM Eastern Time for up to 20 calendar days per year at the request of the State Contract Manager. This time may be requested for a single day or a combination of days, the total for a year not to exceed 20 calendar days;
- The Contractor shall provide a level of support that results in customer/user wait times of no more than 3 minutes to speak with a helpdesk professional during support service hours of operation; and
- The Contractor shall classify, by level of severity, and assign priority levels to all service support issues and tickets.

## **3.2.2 SUPPORT LEVELS & ISSUE CLASSIFICATION**

### **3.2.2.1 SUPPORT LEVELS**

Contractor support levels shall include at minimum the following:

- On-site support: call Intake, logging service action requests (SAR's), resolving issues, assessing issues as SVRS or non-SVRS, problem/issue escalation;
- Off-site hosting/software: addressing SVRS issues, issue resolution, support requests for all SVRS issues that cannot be addressed by Level 1, SVRS defect resolution, upgrade support, enhancement requests; and
- Off-site hosting and infrastructure: Analyzing technical issues with SVRS, resolving application bugs/defects, network issues, data center and server issues.

### **3.2.3 SUPPORT STAFFING**

The Contractor's support service shall include dedicated staff on-site in Trenton New Jersey, at Division of Elections offices, full time Monday through Friday 8:30AM – 5PM. (See [section 3.1.3](#) for on-site Staff requirements)

Contractor's on-site staff shall serve as the overall support service response team. Contractor

shall include a support structure that meets the current and future needs of the State and counties.

Contractor's on-site staff shall be able to travel to county locations and otherwise respond to county locations within 24 hours after receipt of a call and/or as generally requested by the State. State staff shall assist in the management, prioritization and deployment of Contractor's on-site resources to the counties.

The Contractor shall provide support service staff that possess excellent communication skills, both written and verbal to interact effectively with the public.

Contractor shall provide support service staff with the qualifications, skills and experience necessary to provide the support required by this contract including the proactive management of State and county user expectations.

### **3.2.4 PROBLEM ESCALATION**

The Contractor shall provide points of contact for each level in the escalation process which State users can notify in the event the standard support process is ineffective in resolving issues and other problems.

At each level of the escalation process, the Contractor shall work with State resources to resolve issues as soon as possible to maintain contractual service levels

Contractor's escalation levels shall correspond to the New Jersey Department of State and Division of Elections management structure.

## **3.3 HOSTING & MAINTENANCE SERVICES**

### **3.3.1 HOSTING & MAINTENANCE OVERVIEW**

#### **3.3.1.1 GENERAL**

The Contractor shall provide a reliable hosting environment, based on current industry best practices and technology capabilities, and a suite of hosting services to maintain all components of the SVRS solution and related hardware/software platform. Contractor's hosting and maintenance solution shall include full support and maintenance services for the State's SVRS hardware and software environments.

#### **3.3.1.2 OVERALL PERFORMANCE & AVAILABILITY**

The overall State and county Full Election Cycle is such that usage of the SVRS varies based on the point in time within the cycle. SVRS usage volumes and load is greater in a presidential election year than a non-presidential election year. The months and weeks immediately before an election result in greater volumes and load on the SVRS than other months due to voter registrations, printing of poll books and other SVRS transactions and functions. The current SVRS environment, and associated support services, is structured to be constantly operating at peak performance levels which may not be the best use of computing technology, human resource or capital.

The Contractor shall provide hosting and support services that have the flexibility to handle the cyclical nature of elections operations and the peak and non-peak usage of the SVRS, without the cost associated with services structured to constantly operate at peak levels.

The Contractor's hosting and maintenance services shall ensure all SVRS environments, and the application as a whole, are available to users a minimum of 95% of the time.

The Contractor shall provide a hosting solution that when accessing the SVRS via the State server, a full transaction response time (i.e., pulling up a voter record) shall not exceed 2 seconds.

### **3.3.2 TECHNICAL & SERVICE LEVEL REQUIREMENTS**

#### **3.3.2.1 GENERAL**

The Contractor shall provide a detailed hosting and maintenance solution. Contractor's solution shall address the following at minimum:

- Physical location of all hosted environments necessary to meet State requirements including Production, UAT/Training, Failover/Disaster Recovery;
- Approach to physical hardware architecture and configuration, including diagrams;
- The security and confidentiality of SVRS data with respect to State and Federal election law as well as New Jersey security and confidentiality requirements outlined in [section 5.9: Security and Confidentiality](#); and
- Contractor shall provide a hosting solution that continues SVRS availability across the Internet with sufficient security to meet HAVA, State, county and regulatory requirements.

The Contractor shall provide a hosting solution that includes all technical software, hardware and services associated with the SVRS.

The Contractor shall provide a hosting architecture that enables SVRS transactions to be performed by SVRS users, validated, and stored within State production databases on a timely basis, fully ensuring the integrity of synchronization.

The Contractor shall provide a hosting solution that allows SVRS users to continue using the SVRS despite the occurrence of a production server outage.

The Contractor shall provide a hosting solution architecture that allows the synchronization of data and transactions from backup environments to the production environment following a system/network outage.

The Contractor shall provide hosting system redundancy and failover strategies, resources, and services that shall meet all SVRS availability requirements.

The SVRS application is enhanced from time to time to address changing Federal and State election laws. The Contractor shall provide a flexible hosting architecture that accommodates these application changes over time.

The Contractor shall provide a hosting solution sized to meet the usage, transaction volumes, and overall performance requirements of the SVRS with the flexibility to accommodate growth of State and county needs through the duration of this contract (See attachments 1 and 2).

The Contractor shall provide a hosted solution architecture to accommodate increasing numbers of concurrent SVRS users, particularly during peak usage times, and as necessary to accommodate the continual growth of transactions, records, and overall SVRS volume and size for the duration of this contract. Currently there are approximately 500 – 600 concurrent users and the user count may grow to a maximum of 1,200 concurrent users throughout the life of this contract.

The Contractor shall provide a hosting solution that ensures the SVRS and environments remain compatible with changes in the Personal Computer (PC) market. This includes current “off the shelf” versions of Windows and Internet Explorer that are pre-installed on PC's. The Contractor shall ensure these industry standards are integrated into the Contractor's SVRS support services within six (6) months of introduction, subject to approval by the State Contract Manager.

### **3.3.2.2 ENVIRONMENTS**

The Contractor shall provide the necessary SVRS environments and system recovery planning and capabilities to support the State's elections operations, services and the State's requirements for uninterrupted SVRS availability. (Attachment 1 outlines the current SVRS environment structure).

The Contractor's hosting and maintenance solution shall include the following physical environments at minimum:

- Production: Primary State/county SVRS Environment(s);
- UAT/Training: For migration of code fixes and enhancements, training users, and other functions; and
- Failover/System Recovery: Backup to Primary State SVRS Environment.

At minimum, the Contractor's SVRS Failover/System Recovery environments shall be located in a different building from that of the SVRS Production Environments. The Contractor shall maintain and manage these environments in accordance with Contractor's approved Disaster Recovery Plan outlined in [section 3.3.2.3:Disaster Recovery](#).

- The Contractor's Failover/System Recovery environments shall have the capability to ensure the same performance and service level agreements as the primary production environments;
- The Contractor's Failover/System Recovery environments, as well as system recovery planning and execution processes, shall reflect industry best practices; and
- The Contractor's Failover/Recovery environments should be located no less than 35 miles from the primary production environments to meet minimum standards for disaster recovery practices.

The Contractor shall provide system recovery planning and execution that accommodates full restoration of SVRS server operations, in the event of a system outage, within the following timeframes:

- During an Election Period: restoration within one (1) hour;
  - o For purposes of system outages and/or disaster recovery, election periods are defined as: September 1<sup>st</sup> - November 15<sup>th</sup>, and April 1<sup>st</sup> – June 15<sup>th</sup>; and
- During non-Election Period: restoration within one (1) day.

### **3.3.2.3 DISASTER RECOVERY**

The Contractor shall provide disaster recovery as approved by the State. The Contractor shall work with the State Contract Manager, and other State resources as necessary, to finalize the approved Disaster Recovery plan prior to the end of the Contractor Transition Period outlined in [Section 3.1.2:Contractor Services Schedule](#).

The Contractor's Disaster Recovery Plan shall reflect industry definitions and best practices for Disaster Recovery including services similar to those required by this RFP.

The Contractor's Disaster Recovery Plan shall ensure continuity of State Elections business and SVRS availability.

The Contractor's Disaster Recovery plan shall include, at minimum, recovery environments

supported by a separate power grid and emergency generator backup from that of the primary production environments.

#### **3.3.2.4 HOSTING SERVICES & FACILITIES**

The Contractor shall provide the necessary servers, networking, and other equipment required to host all SVRS environments.

The Contractor shall provide a hosted production environment designed to enable SVRS availability 24X7, 365 days per year, excluding scheduled and mutually agreed upon downtime as described below and subject to State Contract Manager approval.

The Contractor shall provide a guaranteed system availability level (percentage) for the SVRS of no less than 95%.

The Contractor shall provide the State with comprehensive coverage of the entire infrastructure including data centers, network, servers, equipment, and operational processes.

The Contractor shall provide a process, to be approved by the State Contractor Manager, for planned/scheduled downtime of the SVRS environment. This process shall include:

- All planned downtime or other scheduled outages shall be approved by the State Contract Manager at least five (5) business days before the outage/downtime;
- The Contractor shall provide a detailed process for handling downtime and other SVRS outages to ensure continued operations of State, county and municipal election functions. The Contractor's detailed process shall include how interaction with State, county, and necessary third-party resources shall be handled by the Contractor; and
- The Contractor shall provide SVRS users and support staff with access to the SVRS through redundant channels during planned outages in order to eliminate service disruption.

The Contractor shall provide industry standard hosting service monitoring tools and processes to proactively assess, manage, and report on all SVRS environments. (The current SVRS services contract utilizes the "Indicative" software toolset to execute system monitoring services for the SVRS.)

The Contractor's proposed service monitoring tools shall be capable of providing the Contractor, State, and county IT staff with real-time performance information for the SVRS environments. These tools shall be able to establish thresholds such that operators can view and act upon performance alerts.

The Contractor shall provide, at a minimum, continuous monitoring for the following:

- hardware utilization;
- CPU utilization;
- network communication usage;
- disk space utilization;
- intrusion detection;
- load balancing; and
- equipment faults.

In addition to the continuous monitoring requirements listed above, the Contractor shall also:

- Provide additional monitoring prior to an election period to ensure optimal system performance and reliability;

- Provide a hosting solution that supports transaction level auditing and rollback/recovery to ensure internal integrity of all transactions;
- Manage all hosting site backups and equipment;
- Perform nightly data backups;
- Store backup data in accordance with the Contractor's disaster recovery plan; and
- Provide the facilities for hosting and maintaining all SVRS environments.

### **3.3.2.5 NOTIFICATIONS**

The Contractor shall notify the State immediately upon discovery of any interruption that impacts the system.

The Contractor shall notify the State to report any and all suspicious activity, immediately upon discovery of such activity. Contractor shall provide documentation of the activity, course of action, and resolution.

The Contractor shall notify the State immediately upon discovery of any attempts by an unauthorized person(s) to access the SVRS and any of its environments.

### **3.3.2.6 PROTECTION OF STATE & COUNTY DATA**

The Contractor shall maintain and implement procedures to physically and logically segregate the State's data from the Contractor's data, and data belonging to the Contractor's other customers.

The Contractor shall provide no media on which the data of the State and/or county(s) was stored, to be re-used for the delivery of data to any third party, including another customer.

The Contractor shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of State Data.

The Contractor shall comply with all requirements outlined in Section 5.9 Security and Confidentiality for the protection, security, privacy, and confidentiality of State data.

### **3.3.2.7 SERVICE LEVEL REQUIREMENTS**

The Contractor shall adhere to the following service level requirements:

- SVRS Uptime (including application and associated services) - A guaranteed uptime of no less than 95% in a 24/7 operating environment (excluding all maintenance windows for hardware, software, backup operations and network-related issues);
- SVRS Support:
  - o Response times for SVRS end user support requests during peak election periods shall not exceed 3 minutes and shall be escalated to the appropriate support staff immediately; and
  - o Response times to support requests during non-Peak Election Periods shall be as follows:

| <b>Priority</b> | <b>Initial Telephone Response</b>    | <b>Escalation to Level 2 Support Team</b> | <b>Escalation to Level 3 Support Team</b> |
|-----------------|--------------------------------------|-------------------------------------------|-------------------------------------------|
| 1               | Within 30 minutes of receipt or less | 2 hours                                   | Next 2 hours                              |
| 2               | Within 1 hour of receipt or less     | 4 hours                                   | Next 4 hours                              |
| 3               | Within 2 hours of receipt or less    | 8 hours                                   | Next 8 hours                              |

The Contractor shall ensure the SVRS application, environments, hardware, software, connectivity and all other items necessary to operate the SVRS shall be fully operational at all times to meet State and county needs.

The Contractor shall produce reports to monitor overall contract performance as well as adherence to service level requirements, and specific performance data for hosting, maintenance and support activities. These reporting requirements shall be provided by the Contractor from the date of the contract award and throughout the life of the contract (See [section 3.1.7:Reporting](#)).

### **3.3.3 HARDWARE REQUIREMENTS**

The Contractor shall provide a completely out-sourced hosting solution which provides the maintenance, warranty, support, third party software requirements, future replacement and all other items necessary to host the SVRS for the duration of services unless explicitly noted in this contract. The following equipment ownership requirements are provided as a guideline:

- State SVRS servers shall be owned, supported, and hosted by the Contractor;
- County SVRS Servers (Application/Database) shall be owned and supported by the Contractor. County servers shall be located at the current county server location;
- County SVRS Imaging Server shall continue to be owned by the State/county. The Contractor shall support these imaging servers as part of the overall SVRS service level agreement (imaging server specifications are outlined in RFP Attachments 1 and 2 and includes Rack, UPS, and KVM specifications); and
- Workstations shall continue to be owned and supported by the State/county.

The Contractor shall acquire, configure, test, and deploy all hardware and related equipment necessary to meet the requirements of this contract, unless otherwise specifically stated.

No current State production or county application or database servers can be utilized as part of the contract.

The Contractor shall acquire, configure, test, and deploy the necessary application and database servers across county locations.

The Contractor shall provide a hosting solution that integrates specific county hardware other than the application, database, and imaging servers noted above. This includes, but is not limited to, workstations, printers, scanning equipment, bar code readers, signature capture equipment, etc. (See Attachments 1 and 2 for details of current county hardware/equipment).

## **3.4 SOFTWARE MAINTENANCE**

### **3.4.1 OVERVIEW**

The Contractor shall provide, maintain and support all SVRS related software, including the SVRS application source code and all SVRS related third party software, for the duration of the contract.

The Contractor's maintenance and support services shall include future enhancements to the SVRS system once approved and integrated into the production environment source code.

- The Contractor shall apply periodic installation and updates of virus protection software, software patches, and hardware and/or software upgrades to the extent needed to maintain optimal service levels for the duration of the contract;
- The Contractor shall not release any upgrades or changes that materially alter the performance or functionality of the SVRS application and its environments;
- The Contractor shall create, maintain, and otherwise manage on a regular basis, a "Production Release Document" which shall serve as the mechanism for managing all activity related to: SVRS enhancements, defect resolution and code migration/implementation, database updates, third party software patches, and all other changes to the SVRS production environment;
- The Contractor shall create, maintain, and otherwise manage a Release Management Process and a Release Management Schedule – to be approved by the State Contract Manager on a regular basis – which shall be used to schedule all necessary system deployments through the required environments (i.e. deployed and tested in UAT prior to migration to Production); and
- The Contractor shall adhere to the processes, procedures and tool requirements outlined in [Section 3.2:SVRS & User Support Services](#) for the identification, classification, management, and tracking of system related issues.

### **3.4.2 SVRS APPLICATION SOFTWARE**

The Contractor shall provide overall maintenance and support of the SVRS application, and related components as outlined in this RFP, to ensure application availability and functional integrity of the system.

The Contractor shall resolve, and otherwise fix, all application defects (bugs) and other system related issues that are not performing according to their approved specifications. This includes, but is not limited to:

- All SVRS source code in the production environment at the time of contract execution;
- All outstanding SVRS defects/issues that have been logged in the current JIRA tracking tool, regardless of status at time of contract execution;
- All future SVRS application and system defects/issues that arise during the course of the contract;
- The State shall continue to own all source code for the SVRS including any future enhancements made to the SVRS by the Contractor;
- The Contractor shall provide all SVRS source code including updates, enhancements, and upgrades made to the SVRS as a part of the services to be provided under this RFP and resulting contract;

- o Source code shall be uploaded or delivered to the Division of Elections quarterly, or as requested by the State Contract Manager; and
- o The Contractor shall work with the State and the current vendor to transition the existing escrow account.

### **3.4.3 THIRD PARTY SOFTWARE**

The Contractor shall provide maintenance and support for all SVRS related third party software.

The Contractor shall acquire, configure, test and install all the third-party software necessary to operate the SVRS based on the requirements of this RFP and the Contractor's overall solution for hosting, maintenance and support.

The Contractor shall manage all aspects of SVRS third party software including but not limited to: third party vendor relationships, required software licenses, software patches and upgrades, third party warranty and service, etc.

### **3.4.4 SVRS APPLICATION ENHANCEMENTS**

The Contractor shall assess, design, build, test, and deploy application enhancements to the SVRS that meet all business and technical requirements and that are approved by the State Contract Manager and the Director of the Division of Purchase and Property (DPP) as per [section 5.16:Additional Work and/or Special Products](#).

Application enhancements have occurred regularly over the course of the current contract and are processed through a rigorous change control process to be managed by the Contractor and State. Several enhancements have been significant in size, scope and overall integration impact to the SVRS. Contractor shall possess the resources, tools, skills, and experience necessary to execute these enhancements through the complete Software Development Lifecycle (SDLC) for the SVRS.

All application enhancement work shall be conducted in the United States.

The Contractor shall adhere to the requirements of [Section 3.1.3:Contractor Staffing](#) for requirements related to Contractor's development team.

The Contractor shall provide a change control process, to be approved by the State Contract Manager, to be used for the management of all enhancements.

The Contractor shall provide, as part of its change control process, a Change Control Request (CCR) form (to be approved by State Contract Manager) that includes the following at minimum:

- CCR Summary: Requestor, State Approver, Contractor Approver, SVRS Function, Priority, Fixed Price;
- Detailed Description: Both Functional & Technical. If required, Contractor shall include functional and technical specifications and designs;
- Impact Analysis: Work breakdown by SDLC phase, with associated effort in hours and hourly cost rates; and
- Approval Signatures.

The Contractor shall perform all enhancements and CCR's based on a firm fixed price.

## **3.5 NETWORKING & CONNECTIVITY**

### **3.5.1 OVERVIEW**

The Contractor shall provide services that include all network connectivity components to host,

maintain and support the SVRS.

The Contractor shall provide a networking and connectivity solution, and associated services, based on best practices in the current market that is also flexible to meet future demands of the SVRS and technology improvements.

The Contractor shall acquire, configure, test and install all networking and connectivity components and services to operate the SVRS.

The Contractor shall provide a total networking and connectivity solution that has industry standard high speed network connections for all required connection points, including redundant channels and connections between State and county environments (See Attachment 2).

The Contractor shall log and maintain a network-wide audit trail.

The Contractor shall provide network and connectivity services that enable secure socket layer (SSL) encryption to ensure all data is protected.

The Contractor shall provide network and connectivity services that enable data encryption between users and the SVRS as part of the connectivity security approach.

### **3.5.2 REDUNDANT PATHS**

The Contractor shall provide networking and connectivity services with redundant, diverse paths to avoid single points of failure.

The Contractor shall provide a solution that allows SVRS users to continue using the SVRS despite the occurrence of a network or connectivity outage via dial-up or locally-based servers.

The Contractor shall provide a hosting solution architecture that allows the synchronization of data and transactions between county servers (if applicable), backup environments and the production environment following a system/network outage.

The Contractor shall provide a hosting solution that enables regular synchronization between production and county servers.

### **3.5.3 SECURITY PLAN**

The Contractor shall provide and maintain a security plan. The Contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security;
- System Security;
- System Data Security; and
- Administrative and Personnel Security.

The security plan shall provide for review of the Contractor's operations and control system. The Contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Contractor apply to development, testing, production and backup systems.

In addition, the security plan shall identify and define:

- Regulations and security requirements – how the Contractor will address security requirements such as PCI, HIPAA, FISMA and etc;
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Contractor.

Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes;

- Workforce Security - the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates;
- Role based security access – the products and methods for role based security and access to the Contractor's infrastructure and access to the State's infrastructure;
- Password Management – the appropriate password management controls to meet defined regulation or security requirements;
- Logging/Auditing controls – the Contractor's audit control methods and requirements;
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats;
- Vulnerability/Security Assessment – the products and methods used for scanning Contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments;
- Anti-virus/malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy Statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses;
- Firewall – the products and methods for firewall control process and intrusion detection methodology;
- Database – the products and methods for safeguarding the database(s);
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems; and
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.

Within one (1) month after Contract award, the Contractor shall update the proposed security plan with reference to the specific requirements of the SVRS and submit the plan to the State Contract Manager for approval.

### **3.6 DATA OWNERSHIP**

The State shall retain ownership of all data contained within the SVRS and any related subsystems, including tracking and monitoring tools, now and for the duration of the Contract.

The State shall continue to own all SVRS source code and shall own any enhancements made by Contractor, State, or other third parties.

The State shall own all SVRS related manuals and materials including any changes or updates made by the Contractor, State, or other third party.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/13-x-22355.shtml> unless noted otherwise.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION**

#### **4.3.1 EBID SUBMISSION OF PROPOSAL**

If the Bidder is submitting an eBid proposal, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the Bidder submits both an eBid and a hard copy of the Bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, \*) in the filename.

#### **4.3.2 NON-EBID SUBMISSION**

The Bidder must submit the following proposal copies:

**One (1) complete ORIGINAL proposal**, clearly marked as the "ORIGINAL" proposal.

**Ten (10) complete and exact copies**, clearly marked "COPY".

**One (1) unbound, complete and exact copy** of the original, clearly marked "COPY". **One (1) complete and exact ELECTRONIC copy** of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software. **One (1) complete and exact ELECTRONIC copy** of the original proposal in an editable and "writable" PDF file format on disc (CD or DVD) for redaction.

Copies are necessary in the evaluation of the proposal and for record retention purposes. If the

Bidder fails to provide the requested number of copies, it will be charged the cost incurred by the State in producing the requested number of copies. The Bidder should make and retain a copy of its proposal.

#### **4.4 PROPOSAL CONTENT**

The proposal should be submitted in two volumes with the content of each volume as indicated below.

##### **Volume 1**

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Section 2 - Technical Proposal (Section 4.4.3)

Section 3 - Organizational Support and Experience (Section 4.4.4)

##### **Volume 2**

Section 4 – Price Schedule (Section 4.4.5)

#### **4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The Bidder shall complete, including signature of an authorized representative of the Bidder, and submit the Signatory Page accompanying this RFP. If the Bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the Bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

##### **4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 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. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the Bidder is automatically certifying that either:

- a. The Bidder has no operations in Northern Ireland; or
- b. The Bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Bidder electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

##### **4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an e-Bid proposal, the Bidder is *automatically* certifying that:

1. In the event the award is granted to Bidder's' firm and the Bidder later determines at any

time during the term of the Contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the Bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.

2. If the contract is a small business subcontracting set-aside, the Bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### **4.4.1.1.3 NON-COLLUSION**

By submitting a proposal, the Bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder or potential Bidder;
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before proposal opening;
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal;
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal; and
- e. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide provides further information about compliance with section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

[http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the Bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:24.2, in the event the Bidder is a corporation, partnership or sole proprietorship, the Bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

The Bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

#### **4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN**

All Bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

#### **4.4.1.5 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS**

This is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan. If the Bidder intends to subcontract, the Bidder should take the following actions 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 the New Jersey Office of Revenue, Small Business Enterprise Unit;
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 a copy of the New Jersey Office of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor; and documentation of the Bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the Bidder's efforts to comply if the Bidder has failed to attain the statutory goals.

If the Bidder chooses to use subcontractors and fails to meet the small business subcontracting targets set forth above, the Bidder must submit documentation demonstrating its good faith effort to meet the targets with its proposal or within seven (7) business days upon request.

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

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

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 N.J.A.C. 17:13-1.1 et seq., and this RFP.

#### **4.4.1.6 BID SECURITY**

Not Applicable to this Procurement.

#### **4.4.1.7 PRICING**

The Bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

#### **4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any Bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of proposal opening or whose BRC was revoked prior to the submission of the proposal, should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a Bidder's early attention to this requirement is highly recommended. The Bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Bidder receiving a contract award as a result of this procurement and any subcontractors named by that Bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

##### **4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM**

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the Bidder is required to submit a completed source disclosure form. The Bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for

additional information concerning this requirement.

#### **4.4.3 TECHNICAL PROPOSAL**

In its technical proposal, the Bidder shall describe its approach and plans for accomplishing the work outlined in Section 3.0, Scope of Work. The Bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the Contract. This technical proposal shall at a minimum, contain the information identified below.

##### *Section 3.1.1: Overview of Scope of Work*

The Bidder shall provide a general description of its plans to meet the scope of work contained in Section 3 by addressing each of the bullet point contained in Section 3.1.1.

##### *Section 3.1.2.1: Contractor Transition Period*

The Bidder shall provide its plan to transition the SVRS platform and comply with [section 3.1.2.1:Contractor Transition Period](#);

##### *Section 3.1.2.2: Contractor Schedule of Services*

The Bidder shall provide its plan to upload/deliver SVRS source code to the Division of Elections on a quarterly basis and comply with section [3.1.2.2:Contractor Schedule of Services](#);

##### *Section 3.2.2.1: Support Levels*

The Bidder shall provide a detailed description of the support levels associated with its overall support approach and demonstrate it can meet the needs and requirements of the State,;

##### *Section 3.2.4: Problem Escalation*

The Bidder shall provide a Problem Escalation Process for the escalation of issues and other problems not satisfactorily resolved through the standard support cycle;

##### *Section 3.3.1.2 Overall Performance & Availability*

The Bidder's proposal shall include a detailed description of how their hosting and maintenance services shall achieve the objective outlined in [section 3.3.1.2:Overall Performance & Availability](#);

##### *Section 3.3.2: Technical & Service Level Requirements*

The Bidder shall also describe its methodology to support the county locations in the event of a communications failure and shall provide a plan to process and produce Poll Book files at the county level for each county identified in Attachment 2;

##### *Section 3.3.2.3: Disaster Recovery*

The Bidder shall provide disaster recovery and failover plans to ensure NJ elections business continuity and continued availability of the SVRS in the event of a disaster or catastrophic event;

##### *Section 3.3.2.7: Service Level Requirements*

The Bidder shall describe its plans and capabilities to meet the State's service level requirements. The Bidder may submit with its proposal a proposed Service Level Agreement for the State's consideration. However, in no event will the State accept any term or condition in the Bidder's proposed Service Level Agreement that conflicts with any term or condition of the RFP or the State's Standard Terms and Conditions. Any such term or condition shall be superseded by the RFP and the New Jersey Standard Terms and Conditions and shall be null and void. Likewise, should a term or condition of the SLA that is not in conflict with any term or condition of the RFP or the State's Standard Terms and Conditions be determined to be of material benefit to the Bidder, or otherwise be deemed unacceptable to the State, the SLA term or condition shall be disregarded by the State and shall be considered null and void; and

### *Section 3.5.3: Security Plan*

The Bidder shall submit a proposed security plan demonstrating the Bidder's ability to meet the security requirements set forth in the RFP for the administrative, physical, technical and system controls to be used by the system and/or services provided.

#### **4.4.3.1 MANAGEMENT OVERVIEW**

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should demonstrate to 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 demonstrate to 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 demonstrate to 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 proposal will lead to successful Contract completion.

#### **4.4.3.2 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.

#### **4.4.3.3 CONTRACT SCHEDULE**

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

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

#### **4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN**

Not applicable to this procurement.

#### **4.4.3.5 POTENTIAL PROBLEMS**

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

#### **4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The Bidder shall 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. This section of the proposal must minimally contain the information identified below.

#### **4.4.4.1 LOCATION**

The Bidder should include the address of the Bidder's office where responsibility for managing the Contract will take place. The Bidder should include the telephone number and name of the individual to contact.

#### **4.4.4.2 ORGANIZATION CHARTS**

- a. **Contract-Specific Chart.** The Bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor 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.
- b. **Chart for 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.

#### **4.4.4.3 RESUMES**

Detailed resumes shall be submitted for all management, supervisory and key personnel to be assigned to the Contract. In particular, the Project Manager(s), Transition Team members and Development Team as required in [section 3.1.3:Contractor Staffing](#).

Resumes shall be submitted emphasizing 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:

- Project Manager shall have at least 5 years of IT project and contract management experience;
- Project Manager shall have at least 3 years of experience managing IT teams in the delivery of services similar to those required by this RFP. Experience must include management of related services for at least one large government application;
- Must have demonstrated elections administration experience;
- Must possess excellent communication skills, both verbal and written;
- The individual's previous experience in completing each similar contract;
- Beginning and ending dates for each similar contract;
- A description of each similar contract demonstrating 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; and
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

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. When a Bidder submits resumes pursuant to this paragraph, the Bidder should redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

#### **4.4.4.4 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.

#### **4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

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

The Bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the Bidder's proposal. The Bidder must provide a detailed description of services to be provided by each subcontractor.

#### **4.4.4.6 FINANCIAL CAPABILITY OF THE BIDDER**

In order to provide the State with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the Contract, the Bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If certified financial statements are not available, the Bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the periods presented in the statements. In addition, the Bidder should submit a bank reference.

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

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

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

#### **4.4.5 PRICE SCHEDULE/SHEET**

The Bidder must submit its firm-fixed pricing using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFP. Failure to submit all information required will result in the proposal being considered non-responsive. The Bidder is required to hold its prices firm through issuance of the Contract.

The Bidder shall provide separate fixed, annual, and all inclusive pricing in the associated cost worksheet.

The Bidder shall provide fixed hourly rates for the performance of all enhancements and CCR's for the term of the Contract award.

##### **4.4.5.1 DELIVERY COSTS**

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall 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.

##### **4.4.5.2 C.O.D. TERMS**

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

##### **4.4.5.3 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 proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice 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 invoice shall be deemed the date of the State's response to that invoice.

#### **4.4.6 COOPERATIVE PURCHASING**

The Bidder should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the State of New Jersey Standard Terms and Conditions, the Contractor's proposal, any best and final offer and the Division's Notice of Award.

In the event of a conflict between these Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, these Special Contractual Terms and Conditions shall govern.

In the event of a conflict between the provisions of Section 3.0 of this RFP and the Special Contractual Terms and Conditions of the RFP, the provisions of Section 3.0 of this RFP shall govern.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ 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 CONTRACT TERM AND EXTENSION OPTION**

The term of the Contract shall be for a period of **ten (10)** years. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.

The Contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the Contract or rates more favorable to the State.

### **5.3 CONTRACT TRANSITION**

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

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 CONTRACTOR RESPONSIBILITIES**

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

The Contractor is responsible for the professional quality, technical accuracy and timely

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

#### **5.6 SUBSTITUTION OF STAFF**

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.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

#### **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

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

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

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

#### **5.8 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days notice by the State. With respect to

software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, 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 proposal. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Bidder on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## **5.9 SECURITY AND CONFIDENTIALITY**

### **5.9.1 DATA CONFIDENTIALITY**

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential. The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. 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.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested the Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

## **5.9.2 SECURITY STANDARDS**

Network Security: The Contractor shall maintain the Contractor's network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The Contractor shall maintain network security that conforms to one of the following:

- Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository> or
- Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISecurity.
- The Contractor, at a minimum, shall run network vulnerability assessment scans. Vulnerabilities shall be remediated prior to network implementation.
- All systems shall be subject to vulnerability assessment scans on a regular basis.

Data Security: For any connectivity services proposed, the Contractor at a minimum shall protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)).
- Data usage, storage, and protection is subject to any applicable regulatory requirements, including those for HIPAA (Health Insurance Portability and Accountability Act), and PII (Personally Identifiable Information), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075) and the New Jersey State tax confidentiality statute, as amended, N.J.S.A. 54:50-8, Payment Card Industry (PCI) Data Security Standard, State of New Jersey Identity Theft Prevention Act, June 2005, State of New Jersey Drivers' Privacy Protection Act of 1994, Pub.L.103-322

Data Re-Use: All State-provided data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

Data Breach: Unauthorized Release Notification: The Contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for informing the State Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.

End of Contract Data Handling: Upon termination of this Contract the Contractor shall erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)) and certify in writing that these actions have been complete within thirty (30) days of the termination of this Contract or within seven (7) days of the request of an agent of the State whichever shall come first.

## **5.10 NEWS RELEASES**

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

## **5.11 ADVERTISING**

The Contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## **5.12 LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. The Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the Contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its proposal.

## **5.13 CLAIMS AND REMEDIES**

### **5.13.1 CLAIMS**

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### **5.13.2 REMEDIES**

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

### **5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate the Contract in accordance with the State of NJ Standard Terms and Conditions, 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 as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

## **5.14 LATE DELIVERY**

The Contractor must immediately advise the State Contract Manager of any circumstance or

event that could result in the late completion of any task or subtask called for to be completed on a date certain.

### **5.15 RETAINAGE**

The amount of retainage is noted on the RFP signatory page accompanying this RFP. The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the Contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the Contractor.

### **5.16 ADDITIONAL WORK AND/OR SPECIAL PRODUCTS**

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the Contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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.

### **5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS**

#### **5.17.1 INDEMNIFICATION**

Section 4.1 of the State of NJ Standard Terms and Conditions is deleted and replaced with the following:

#### **4.1 Indemnification**

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the Contract, for any and all claims, shall be limited in the aggregate to 200 % of the value of the Contract, except that such limitation of liability shall not apply to the following:

1. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under the Contract caused by negligence or willful misconduct of the Contractor;
2. The Contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

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

#### **5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

#### **5.18 CONTRACT ACTIVITY REPORT**

Not Applicable to this Procurement.

#### **5.19 ELECTRONIC PAYMENTS**

With the award of this Contract, the successful Bidder(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or

savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.state.nj.us](mailto:AAIUNIT@treas.state.nj.us) to request access to this application.

## **5.20 PROGRAM EFFICIENCY ASSESSMENT**

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this Contract. This assessment is authorized by N.J.S.A 52:27B-56 and N.J.A.C 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The Director reserves the right to reject any or all proposals, 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 Bidder or Bidders best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

### **6.3 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.

### **6.4 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 proposal price was determined.

### **6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. 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(s) in an advisory role.

### **6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

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

After the proposals are reviewed, one, some or all of the Bidders may be asked to clarify certain

aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of other Bidders.

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

## **6.7 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate 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:

### **6.7.1 TECHNICAL EVALUATION CRITERIA**

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

1. The Bidder's general approach and plans to meet requirements for the RFP;
2. Clarity of RFP response: logical, direct response to items in RFP. Description of how Bidder would implement each item, not just "yes, we will comply";
3. The Bidder's documented experience in successfully completing Contracts of a similar size and scope to the work required by this RFP including specific election management experience demonstrating the Bidder's relevant experience and thorough understanding of the election process. In addition, the Bidder's proven ability to effectively design, plan and manage a large data communications network with a 95% uptime guarantee which includes a business continuity and disaster recovery plan;
4. Bidder's qualifications and experience of key technical personnel to be assigned by the Bidder to the project, with emphasis on documented experience in successfully completing work on project of similar size and scope; and
5. The overall ability of the Bidder to undertake and successfully perform the required services. This judgment will include, but not be limited to, the following factors: the number and qualifications of management and supervisory staff proposed by the Bidder to complete the Contract, the availability and commitment to the Contract of the Bidder's management and supervisory staff proposed. The Bidder's ability to produce resources, both human and financial, necessary to support an effort of this size and scope.

### **6.7.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, Bidders will be ranked according to the total proposal price located on the Price Sheet/Schedule accompanying this RFP.

The Bidder's Cost Proposal Score will be determined based on the following formula:

Cost Proposal Score = (the lowest bid price proposal cost divided by the cost of the price proposal being evaluated) multiplied by the predetermined maximum number of price proposal points.

The price proposal evaluated will be the lowest acceptable price proposal between the original price proposal and the Best and Final Offer price proposal submitted by the Bidder.

### **6.7.3 TOTAL PROPOSAL SCORE**

Each evaluated proposal will receive a Total Proposal Score based on the following formula:  
Technical Evaluation Score + Cost Proposal Score = Total Proposal Score

The Bidder receiving the highest Total Proposal Score will be recommended for contract award. In the event of a tie, the proposal with the highest technical score amongst the tied proposals will be recommended for contract award.

### **6.7.4 PROPOSAL DISCREPANCIES**

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

### **6.7.5 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Bidder.

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

After evaluating proposals, the Division may enter into negotiations with one Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple Bidders. Negotiations will be structured by the Division to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the Division may invite one Bidder or multiple Bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the Bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Bidder(s). The

Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible Bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected Bidder(s).

**Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Bidder.**

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

**NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at proposal opening. Only the name and address of each Bidder will be publicly announced at proposal opening.**

## **6.9 COMPLAINTS**

A Bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)**

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Bidder to form the basis of his or her

certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

#### **7.1.2.1 BREACH OF CONTRACT**

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the Contract, the Contractor or subcontractor, who had on Contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its Contract. Such Contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

#### **7.1.3 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

#### **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), the Bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

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

Contract award[s] shall be made with reasonable promptness by written notice to that responsible Bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

#### **7.3 INSURANCE CERTIFICATES**

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this Contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

#### **7.4 PERFORMANCE SECURITY**

The Contractor shall furnish performance security in the amount noted on the RFP signatory page. See N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. 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;
2. a certified or cashier's check made payable to the order of the Treasurer, State of New Jersey;
3. an irrevocable letter of credit naming the Treasurer, State of New Jersey as beneficiary issued

by a federally insured financial institution.

Performance security must be submitted to the State within thirty (30) days after the Contract effective date 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 Section 5.7(b)(1) of the State of NJ Standard Terms and Conditions, and nonpayment for work performed.

Within thirty (30) days after 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 as the Contractor complies with this requirement.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one year performance bond for goods and services contracts. Thus, the Contractor is required to submit a one year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

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 signatory page 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 the RFP signatory page 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.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the Contract.

The State Contract Manager for this project will be identified at the time of execution of Contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person 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 of the Contract and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department.

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

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

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

## **9.0 Special Contract Requirements Relating to Work Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)**

### **I. Introduction**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, and stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This Section to the Contract addresses additional requirements applicable to all Contracts which are funded in whole or in part with ARRA funds. These additional requirements contained in this Section are subject to change based on further guidance by the applicable Federal agency which has awarded the ARRA funds to the State of New Jersey. The following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA as are known as of this date. However, the federal government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor (as defined below) will be provided any changes and/or additions to these requirements as they become available in an ARRA Addendum. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and the terms and conditions of the Contract, the ARRA requirements control.

The Contractor agrees and assures that by accepting ARRA funds through the Contract it and its subcontractor(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of New Jersey for compliance with ARRA and other related federal and State laws. Further, it is understood that this Contract is subject to all applicable terms and conditions of ARRA.

### **II. Definitions**

"ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

"Contractor" is defined as any person, including but not limited to, a Bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the State of New Jersey, or with a person under contract, subcontract, grant, or subgrant with the State of New Jersey, any department in the Executive Branch, the State of New Jersey's independent authorities, commissions, and public institutions of higher education. The term "Contractor" may also include a permittee, licensee, or any agency, political subdivision, instrumentality, or independent authority of the State of New Jersey.

### III. General Requirements

#### A. Flow Down Provision

Contractors must include these Special Contract Requirements contained in this Section in every subcontract over \$25,000,000 that is funded, in whole or in part, by ARRA funds, unless the subcontract is with an individual.

#### B. Segregation and Payment of Costs

Contractors must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of ARRA funds shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects. ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and guidance issued by the federal Office of Management and Budget.

Invoices must clearly indicate the portion of the requested payment that is for work paid by ARRA funds.

#### C. Wage Rates

In accordance with ARRA, §1606, the Contractor assures that it and its subcontractor(s) shall fully comply with said section in that, notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by vendors, Contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government, pursuant to ARRA, shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

#### D. Registration Requirements

In accordance with ARRA, §1512(h), the Contractor and its subcontractor(s) (first-tier) shall register in the Central Contractor Registration database at [www.ccr.gov](http://www.ccr.gov), and maintain current registration at all time during the pendency of the Contract. In order to register in Central Contractor Registration, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See [www.dnb.com](http://www.dnb.com).

#### E. Buy American

In accordance with ARRA, §1605, the Contractor assures that it and its subcontractor(s) will not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, §1605.

#### F. Whistleblower Protection

In accordance with ARRA, §1553, the Contractor assures that it and its subcontractor(s) shall fully comply with said section, including, but not limited to, assuring that their employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of New Jersey, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to the Contract (including the competition for or negotiation of the Contract), awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Contractor assures that it and its subcontractor (s) shall post notice of the rights and remedies provided in ARRA, §1553.

#### G. Prohibition on Use of ARRA Funds.

No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

#### ARRA Job Posting.

Contractors and subcontractors located in the State of New Jersey shall post all job openings created, in whole or in part, by ARRA funds (ARRA Job Openings), on the New Jersey Department of Labor and Workforce Development's New Jersey State Job Bank accessed at <http://NJ.gov/JobCentralNJ> at least fourteen (14) days before the Contractor or subcontractor shall commence hiring for ARRA Job Openings. Instructions how to post a job are provided at the site. Posting is not required where the Contractor intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted by the Department of Labor and Workforce Development.

### IV. Program Reporting Requirements

Pursuant to Section 1512 of ARRA, in order for the State of New Jersey to prepare the required reports, Contractor agrees to provide the State of New Jersey the following information no later than five (5) days following the end of each calendar quarter, or more frequently as directed by the State of New Jersey:

- a. The total amount of ARRA funds received by Contractor during the reporting period;
- b. The New Jersey contract and order number as applicable;
- c. The amount of ARRA funds that were expended or obligated during the reporting period
- d. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including
  - i. the name of the project or activity;
  - ii. a description of the project or activity;

- iii. an evaluation of the completion status of the project or activity (i.e. not started, less than 50% completed, 50% or more completed; fully completed.); and
    - iv. an estimate of the number of jobs created and/or retained by the project or activity.
  - e. For any Contracts equal to or greater than \$25,000 in addition to the information above:
    - (i) the name of the entity receiving the Contract;
    - (ii) the amount of the Contract;
    - (iii) the transaction type;
    - (iv) the North American Industry Classification system (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
    - (v) the location of the Contractor;
    - (vi) the primary location in which the Contract is being performed, including the city, state, congressional district and county;
    - (vii) the DUNS number, or name and zip code for the entity headquarters;
    - (viii) the names and total compensation of the five most highly compensated officers of the Contractor if the Contractor received (1) \$25 million or more in annual gross revenue in federal awards; and (2) 80% or more of its annual gross revenues in federal awards; and (3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

## **V. Inspection of Documents**

In accordance with ARRA, §§902, 1514 and 1515, the Contractor assures that it and its subcontractor(s) will cooperate with any representative of the State of New Jersey, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), in the examination of their records that pertain to, and involve transactions relating to this Contract, and agrees that they and their personnel can be interviewed by said entities regarding this Contract and related program.

## **VI. Enforceability**

If a Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State of New Jersey may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies for recovery of misspent funds available to the State of New Jersey under all applicable state and federal laws.