



Request for Proposal 07-X-38404

For: Processing System Services, Data: Judiciary Information Technology Consulting Services – AOC

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	07/07/06	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	Not Applicable	
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	07/28/06	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.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status ☐ Not Applicable ☐ Entire Contract ☒ Partial Contract ☐ Subcontracting Only	Category ☒ I ☒ II ☒ III
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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
Judiciary
Administrative Office of the Courts

Date: June 23, 2006

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APPENDICES

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SYSTEM SOFTWARE STANDARDS MINI COMPUTER/MICRO COMPUTER ENVIRONMENT

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APPENDIX C – STANDARD WEB/INTERNET SYSTEM LIFE CYCLE TASKS

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

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

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

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

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

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

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

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

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Administrative Office of the Courts (AOC). The purpose of this RFP is to solicit bid proposals from qualified bidders to perform technology professional service tasks, on an as needed basis. The categories listed below define the types of information service that may be contracted.

- Category 1 - Legacy Applications - Design, Development, Conversion, Implementation, and Support
- Category 2 - Client-Server Applications - Design, Development, Conversion, Implementation, and Support
- Category 3 - Applied Technologies Systems - Design, Development, Conversion, Implementation, and Support
- Category 4 - Middleware - Design, Development, Implementation, and Support
- Category 5 - Systems Programming, Testing, Implementation, and Support
- Category 6 - Network Design, Installation, Maintenance, Monitoring, and Support
- Category 7 - Office Systems Design, Installation, Maintenance, and Support

As part of this contract award, the State will establish a contractor list by category. This list will be used to determine the firms under contract that will be asked to submit proposals for individual, specific projects.

Contracts awarded through this RFP will be used for Skill Supplement Project Requests (SSPRs). An SSPR is a State request processed through the State's AOC for professional services assistance in one or more of the task categories listed above and further defined in RFP Section 3.0, Scope of Work (see [RFP Section 3.1](#) – Skill Supplement Project Requests).

It is the intent of the AOC to solicit limited scope bids for individual, specific projects from selected, qualified contractors and to award SSPRs to the contractor, whose bid is most advantageous to the State, price and other factors considered.

Emergency projects may arise at which time the AOC may, with prior approval from the Purchase Bureau, issue a written purchase order authorizing a contractor to begin a specific project based on hourly rates contracted (see [RFP Section 3.2](#) – Emergency Projects).

Any contracts resulting from this RFP are solely for use by the AOC. All other State agencies and State and local government entities are excluded from participating in this contract.

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

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

A study was conducted by the National Center for State Courts to determine the information requirements of the courts (which included the courts in New Jersey and the AOC) and to prepare a master plan for the coordinated development and implementation of the computerized systems needed to satisfy those requirements, which included the courts in New Jersey, as well as the AOC.

The study was intended to further develop and implement the systems needed to support court management and operations throughout New Jersey. The resulting systems permit more rapid and efficient case processing by providing automated capabilities such as docketing, indexing, and completion of court forms. They also assist in the management of the courts by providing effective monitoring of case status and court workloads, and by supporting the financial activities in the courts.

Categories have been added to this RFP to enhance the State's ability to procure technologically-based professional services. These additional categories are in response to the State's need to keep pace with converging technologies as well as the changing complexities in web, network, and database technologies.

This is a reprocurement of the Data Processing and Consultant Services for the AOC term contract, presently due to expire on June 30, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract (Enter T0822) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

This contract proposes to build on the success of the current contract and enhance opportunities through the additions of categories and vendor participants.

1.2.1 TECHNICAL INFORMATION

1.2.1.1 APPLICATION DEVELOPMENT ENVIRONMENT

Currently the AOC Data Center is maintaining operations on two (2) IBM Z-series mainframes, a model Z900 and a model Z890. Server-based applications are supported on a combination of IBM RS/6000 and Windows 2000/2003 servers. There are approximately 2,500 MTX network computers, 9,500 personal computers, 5,000 printers, and 530 communications controllers online to the AOC mainframes. The AOC SNA network consists of 75 analog leased lines supporting over 550 locations, as well as an ATM/frame relay routed network comprising 100 sites utilizing TCP/IP connectivity. Plans are underway to move the SNA network sites to ATM and DSL technologies with personal computers and IP-based printing. Twenty-two (22) State funded units, with over 10,000 users, are currently utilizing AOC Local Area Networks (LANs) located throughout the State.

The AOC's mainframe development environment consists of CA-IDMS and CA-ADS (Release 14 and above), DB2 version 7, CICS and related facilities for Judiciary mainframe application development. AOC's client-server environment utilizes PowerBuilder, Visual Basic 6.0, Sybase, and Oracle 9i. Web development consists of IBM WebSphere operating on IBM RS/6000s, WSAD/RAS, STRUTS, RUP, .Net and MS Active Server Pages. (Refer to Appendices A and B for detailed lists of the current software and hardware environment.)

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

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

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.shtml>

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

<HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML>.

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

Division – The Division of Purchase and Property

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

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

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

State – State of New Jersey.

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

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Bid Response - A vendor's submittal of a technical and cost proposal in response to this Request for Proposal.

ITO - Information Technology Office of the Administrative Office of the Courts (AOC)

Purchase Order – Document issued by the State when a contractor's reply to an SSPR is approved, or when a contractor has been selected for emergency project work, and serves as an authorization for the contractor to conduct work.

Skill Supplement Project Request (SSPR) - A request from the AOC for Judiciary projects on which contract vendors approved for the work categories contained in the request, may bid.

3.0 SCOPE OF WORK

The AOC intends to award contracts to those firms that offer a level of experience and capability in large information systems projects, applications, and support. A contract award will establish to the AOC that the contractor has the general qualifications for undertaking system life cycle, technical support work, etc., and that the contractor's proposed hourly rates are accepted for the period of the contract. A contract award does not, however, establish any other rights, nor does it constitute a commitment that any specific project will be awarded to a given firm. A purchase order specifies and authorizes work to be performed by the contractor to satisfy a set of AOC project requirements.

3.1 SKILL SUPPLEMENT PROJECT REQUEST (SSPR)

The scope of work for each consulting engagement under a contract resulting from this RFP shall be determined by an SSPR issued to contractors participating in this contract. Each SSPR shall have a specific task or group of required tasks based on the technical information listed in RFP Section 3.3. Once a contract is awarded as the result of an SSPR, the contractor shall provide qualified, experienced personnel to complete the required tasks. Contractors shall submit pricing to conduct work based on the categories cited under RFP Section 3.3.1 through Section 3.3.7. Bids may be submitted on all or some of the categories listed. However, all skill levels listed in a category must be bid.

In general, an SSPR requires the contractor to submit one (1) or more resumes of the proposed personnel, a project schedule, scope of work, costs, and all other information necessary to define the project. At the discretion of the AOC Purchase and Property Unit, resumes may be faxed or e-mailed to the AOC Purchase and Property Unit. After receipt of the resumes, AOC may conduct interviews prior to awarding to the contractor whose bid, conforming to the invitation for bids, is most advantageous to the State, price and other factors considered.

The State reserves the right to accept or reject the contractor's personnel assignments as presented in SSPR responses. The State may request substitutions if it deems that one or more of the proposed staff members are not acceptable. Contractors must notify the State if presented candidates (even if not interviewed) are no longer available to the AOC. Replacement candidates will be considered by the State, provided written notice is given by the contractor within five (5) business days after the first interview. Qualifications of substituted personnel are determined in the manner described above. Any substituted personnel must have skills and work experience equivalent to or better than the personnel being replaced. The State reserves the right to interview contractor personnel before assignment. Unsatisfactory performance by contractor personnel, as determined by the AOC, shall be cause for cancellation of the contract. AOC reserves the right to reject the contractor's SSPR response if the contractor's personnel do not meet minimum requirements for the particular project.

Before any work under this contract begins, the State requires all proposed contract personnel be fingerprinted and have background checks for criminal history, the cost to be borne by the State. The State has the right to reject contract personnel based on the results of the background check. Work shall commence pending fingerprint and background check approval. Contractor personnel must sign the Judiciary Information Technology Security Policy upon commencement of work. Identification/security badges may be presented to each contractor representative upon the commencement of work. Identification/security badges must be returned upon completion of the project. Payment shall be withheld until identification/security badges are returned. A charge shall be assessed for any lost identification/security badges issued to contractor representatives.

The contractor may be required to meet at the AOC site periodically for project status meetings.

3.2 EMERGENCY ORDERS

When sufficient time to obtain resumes and conduct interviews is not possible, the AOC Purchase and Property Unit may issue a written purchase order authorizing a contractor to begin a specific project based on hourly rates contracted. Purchase orders issued in this manner will be limited to \$100,000.00 and a maximum of ninety (90) working days. The contractor is required to start work in accordance with the requirements of the purchase order. An emergency order is not intended to be a method to extend existing contract work. Emergency project requests cannot be used to extend project contracts above the limits stated herein. (Sections 3.7.1 and 3.7.2)

Upon such approval, the AOC Purchase and Property Unit will fax a purchase order to the contractor with an authorization to proceed.

While emergency work may begin immediately pursuant to this section of the contract, the State reserves the right under Section 3.1 to require fingerprinting, background checks, conduct interviews of all contractor personnel assigned to provide services under this section, and reject unacceptable contractor staff candidates.

3.3 CATEGORIES

3.3.1 CATEGORY 1 - LEGACY APPLICATIONS - DESIGN, DEVELOPMENT, CONVERSION, IMPLEMENTATION, AND SUPPORT

In addition to the standard system life cycle tasks (refer to Appendix C), the cumulative skills of the contractor's staff must include proficiency in one or more of the following legacy mainframe production and application support areas:

1. Languages
 - a. CA-ADSO
 - b. eCOBOL 3.3
 - c. COBOL/DC
 - d. APPC/LU6.2
 - e. FOCUS
 - f. IBM MQseries
 - g. Structured Query Language (SQL)
 - h. Data Manipulation Language (DML)
 - i. Logical Record Facility (LRF)
 - j. CA-IDMS related tools (i.e., MAPC, ADSC, DME, ADSA OLQ, etc.)
 - k. IBM/DB2 for OS/390
 - l. OS/JCL
 - m. IBM Assembler
 - n. IBM CICS
 - o. IBM DB2
2. Data Analysis on Output of Functional Design
3. Data Modeling Tools and Procedures
 - a. Erwin ERX
 - b. Distributed data models (logical and physical)
 - c. Rational Rose
4. Physical Design and Review

5. Application/Technical Support
 - a. Mentoring
 - b. Debugging
 - c. Application online performance and tuning
 - d. Application batch performance and tuning
6. Full working knowledge of:
 - a. CA-IDMS Release 14 or later
 - b. IBM DB2 Release 7 or later
 - c. FOCUS
7. Legacy Conversion
 - a. ADSO to Cobol
 - b. IDMS/DC to CICS
 - c. Automated conversion experience
8. Quality Assurance
 - a. Mercury Interactive
 - b. Win Runner
 - c. Load Runner
 - d. Test Director
 - e. IBM TPNS

3.3.2 CATEGORY 2 – CLIENT-SERVER APPLICATIONS - DESIGN, DEVELOPMENT, CONVERSION, IMPLEMENTATION, AND SUPPORT

In addition to the standard system life cycle tasks (refer to Appendix C), the cumulative skills of the contractor's staff must include proficiency in one or more of the following client-server production and application support areas:

1. Application Partitioning (logical and physical)
2. Presentation Layer Graphical Interface Design and Development
3. Middleware Design and Development
 - a. Data access layer
 - b. Business rules layer
4. Client/Server Development Tools and Languages
 - a. PowerBuilder
 - b. InfoMaker
 - c. Visual Basic 6+
 - d. C++
 - e. Sybase
 - f. UNIX/AIX
 - g. Windows 2000/XP
 - h. Microsoft SQL Server
 - i. Oracle Discoverer
 - j. Oracle Designer
 - k. Webfocus
 - l. Business Objects
 - m. .Net
5. Client/Server Support Tools

- a. Mercury Interactive Test Suite interactive testing tools
- 6. Database Application Support
 - a. SYBASE System 11 (and later versions)
 - b. ORACLE 9i or later
 - c. MS/SQL Server
 - d. IBM UDB / DB2
- 7. Data Modeling Tools and Procedures
 - a. ERwin ERX
 - b. Distributed data models (logical and physical)
 - c. Rational Tools

3.3.3 CATEGORY 3 - APPLIED TECHNOLOGIES SYSTEMS - DESIGN, DEVELOPMENT, CONVERSION, IMPLEMENTATION, AND SUPPORT

In addition to the standard system life cycle tasks (refer to Appendix C), the cumulative skills of the contractor's staff must include proficiency in one or more of the following areas:

A. Web Technologies

- 1. Design Architecture
 - a. Object-Oriented Design Methodology
 - b. RUP Rational Unified Process
- 2. Languages/Tools
 - a. Java/J2EE
 - b. Java Server Pages (JSP)
 - c. Java Script
 - d. IBM WSAD/RAS
 - e. Visual C++
 - f. Practical Extraction Report Language (PERL)
 - g. HTML
 - h. XML
 - i. VRML (Virtual Reality Markup Language)
 - j. STRUTS
 - k. JTEST
 - l. Jprobe
 - m. iBatis
 - n. Web Portal/Portlets
- 3. Web Architecture
 - a. 3-Tier design
 - b. Java servlets
 - c. Java applets
 - d. Internet Information Server (IIS)
 - e. Websphere Advanced Server
 - f. Microsoft Active Server
 - g. EJBs
 - h. .Net
- 4. Messaging Software
 - a. IBM MQseries
 - b. Inner Access
 - c. Lotus Notes Domino

d. Domino Workflow

5. Databases

- a. Oracle 9i and later (AIX platform)
- b. IBM DB2/UDB (2003, AIX, zOS platforms)
- c. Sybase 11 and later (AIX platform)
- d. MS SQL Server (2003 platform)

6. Automated Forms

- a. Adobe Forms Server
- b. Adobe Forms Server with Reader Extensions
- c. Adobe Designer
- d. Adobe Forms Manager
- e. IBM Lotus Domino

7. Version Control/Source Management

- a. Rational Clear Case

8. Reporting

- a. WebFocus
- b. Crystal Reports
- c. Business Objects
- d. Pagecenter

B. IBM/Content Management (Document Management, Imaging, Workflow)

- 1. Optical Imaging
- 2. Optical Character Recognition (OCR)
- 3. Electronic Signature
- 4. Content Manager on demand

C. Pervasive Computing and Embedded Application System Development

- 1. WebSphere Application Device Developer (WASDD)
- 2. Windows Mobile 2003
- 3. Embedded Visual C++
- 4. IBM DB2/E
- 5. IBM MQ/E
- 6. JAVA 2ME

D. Quality Assurance

- 1. Mercury Interactive
- 2. Win Runner
- 3. Load Runner
- 4. Test Director
- 5. IBM TPNS

3.3.4 CATEGORY 4 – MIDDLEWARE – DESIGN, DEVELOPMENT, IMPLEMENTATION, AND SUPPORT

A. Database

- 1. CA IDMS Release 14 and later Administration (zOS platform)
 - a. ADS/O
 - b. MAPC

- c. DME
 - d. COBOL DC
 - e. IDD
 - f. LRF
 - g. ADS/A
 - h. Online Command Facility (OCF/BCF)
 - i. Schema
 - j. DMCL
 - k. Security
 - l. Database Unload/Reloads
 - m. Database Restructures
 - n. IBM SMP/E
 - o. Assembler
 - p. eCOBOL 3.3
2. IBM DB2/UDB (zOS and AIX platforms)
- a. Installs
 - b. Design (logical and physical)
 - c. SQL Stored Procedures
 - d. DB2 Catalogs
 - e. Backup and Recovery
 - f. Locking
 - g. Performance and Tuning
 - h. Utilities
 - i. Triggers
 - j. Omegamon
 - k. IBM TPNS
 - l. RLM, DRDA, WLM
 - m. Buffer pool management
 - n. ERWIN
 - o. DB2 Security
 - p. IBM Content Manager
 - q. IBM OAM
 - r. IBM DB2/E
3. FOCUS
- a. Database Administration
4. IBM MQseries (zOS, AIX, 2003 platforms)
- a. Administration Support
 - b. Installs
 - c. Configuration
 - d. Performance and Tuning
 - e. Backup & Recovery
 - f. MQ/E
5. ORACLE 9i (AIX platform)
- a. Installs
 - b. Configuration
 - c. Performance and Tuning
 - d. Backup and Recovery
 - e. Security
 - f. Design (logical and physical)
 - g. Utilities
 - h. Stored Procedures

6. Sybase 11 or later (AIX platform)
 - a. Installs
 - b. Configuration
 - c. Performance and Tuning
 - d. Backup and Recovery
 - e. Security
 - f. Design (logical and physical)
 - g. Utilities

B. Security

1. CA - ACF2 Administration
 - a. Installs
 - b. Configuration
 - c. Performance and Tuning
 - d. Backup and Recovery
 - e. Rule Development
2. Sun Netscape Enterprise Server (LDAP)
3. Microsoft Active Directory
4. RACF
5. Tivoli Access Manager (TAM)
 - a. Installs
 - b. Configuration
 - c. Performance and Tuning
 - d. Backup & Recovery
 - e. Rule Development
6. IBM LDAP
7. IBM WebSEAL

C. MiddleWare

1. Websphere Advanced Server Administration (AIX platform)
 - a. Installs
 - b. Configuration
 - c. Network Deployment/Clustering
 - d. Performance and Tuning
 - e. Backup and Recovery
 - f. Security
 - g. DB2/UDB
 - h. Quest Software
2. Websphere Portal Administration
 - a. Installs
 - b. Configuration
 - c. Performance and Tuning
 - d. Backup and Recovery
 - e. Security
 - f. LWWCM

3. MQSeries Administration (2003 and AIX platforms)
 - a. Installs
 - b. Configuration
 - c. Performance and Tuning
 - d. Backup and Recovery
 - e. Security
4. Tivoli Monitoring (2003, AIX, 390 platforms)
 - a. Installs
 - b. Configuration
 - c. Performance and Tuning
 - d. Backup and Recovery
 - e. Security

3.3.5 CATEGORY 5 - SYSTEMS PROGRAMMING, TESTING, IMPLEMENTATION, AND SUPPORT

The cumulative skills of the contractor's staff must include proficiency in one or more of the following areas:

1. Hardware/Software Installation
2. Initial Hardware Installation Supervision
3. Systems Software Installation, Configuration and Management
 - a. SYSPLEX planning and installation
 - b. Unix systems planning and installation
 - c. VTAM configuration and management
 - d. NCP/SSP configuration and management
 - e. CA -TeleView configuration and management
 - f. NetSpy configuration and management
 - g. NetView configuration and management
 - h. TS/CICS configuration and management
 - i. RMDS configuration and management
 - j. VPS configuration and management
 - k. MQ Series
 - l. Tivoli
 - m. Lotus Notes/Domino
 - n. Websphere
 - o. IBM/Content Manager
 - p. TCP/IP
 - q. DB2
4. Managed Storage Conversion
5. Commercial Software Evaluation, Installation, and Configuration
6. Commercial Software Technical Support and Training, including the list of software included in Appendix A.

3.3.6 CATEGORY 6 - NETWORK DESIGN, INSTALLATION, MAINTENANCE, MONITORING, AND SUPPORT

The cumulative skills of the contractor's staff must include proficiency in one or more of the following areas:

1. LAN/WAN Server Installation and Management
 - a. Windows 2003 Server, Advanced Server
 - b. Data Center Server
 - c. Linux
 - d. RS/6000, AIX
 - e. UNIX Scripting
 - f. VB Scripting, GPOs
2. LAN/WAN Client Workstation Installation
3. LAN/WAN Communications Protocols
 - a. SNA
 - b. TCP/IP
 - c. Frame relay
 - d. ATM
 - e. ISDN
 - f. SMDS
 - g. Ethernet
 - h. Token Ring
 - i. LU 6.2
 - j. APPC
 - k. DSL
 - l. WWAN (Wireless WAN)
 - m. EIGRP
4. Hardware Technologies
 - a. IBM 3745
 - b. IBM 3174
 - c. IBM Modems
 - d. IBM P-Series Servers
 - e. Intel-based Servers
 - f. IBM RS/6000 Servers
 - g. Cisco Routers
 - h. Cisco Switches
 - i. Cisco Content Management
 - j. Cisco Cache Server
 - k. RAID Configurations
5. Telecommunications Network Architecture for Internet Access
 - a. Firewall Modeling
 - b. Backbone Architecture
 - c. Topology Modeling
6. Telecommunications Network Security
 - a. VPN Access
 - b. SecureID Card
 - c. IP Filtering

- d. Firewall
 - 1) Installation/Configuration
 - 2) Monitoring/Management
 - e. Intrusion Detection Systems
 - f. Anti-Spam
 - g. Anti-Virus
 - h. Web Site Security
 - i. Data Cryptography
 - j. Sniffers
 - k. Spoofers
7. Web Site Management
8. Web Server Installation and Management
- a. Sun Web Servers
 - b. NCSA
 - c. Proxy Server/Reverse Proxies
 - d. DNS
 - e. Mail Server
 - f. Application Server (Web)
9. Wireless Technologies
- a. CDMA
 - b. WAP (Wireless Application Protocol)
 - c. Wireless messaging
 - d. WPA (WIFI Protected Access)
 - e. PEAP (Protected Extensible Authentication Protocol)
 - f. SSID

3.3.7 CATEGORY 7 - OFFICE SYSTEMS - DESIGN, INSTALLATION, MAINTENANCE, AND SUPPORT

The cumulative skills of the contractor's staff must include proficiency in one or more of the following areas:

- 1. Lotus Notes/Domino
- 2. Commercial Software Evaluation, Installation and Configuration
 - a. Network-resident software
- 3. Commercial Desktop Software Technical Support and Training
- 4. Commercial Desktop Software Distribution and Version Control
- 5. Client Installation and Configuration
- 6. Local and Remote Locations
- 7. LAN Administration Support for the following network operating systems:
 - a. Windows 2000 Server, Advanced Server and Data Center Server
 - b. Windows 2003
- 8. First and second level support for the following desktop operating systems:
 - a. Windows 2000 Professional
 - b. Windows XP

9. First and second level support for the desktop applications as listed in Appendix A.

3.4 PROJECT MANAGEMENT

The AOC Information Technology Office's Project Manager will manage all services under this contract. All decisions involving project plans, project timetables, system architecture, system development, and system implementation or changes shall be made by the AOC's Project Manager.

For the purposes of project management, the contractor shall report to the Chief Information Officer of the AOC Information Technology Office, or his representative.

Contractors shall respond to requests from AOC representatives to meet as needed to review project and staffing issues.

3.6 GENERAL INFORMATION

The AOC observes the following holidays and non-working days:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday (observed)
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day and the day after
- Christmas Day

AOC work hours are 8:00 a.m. to 5:00 p.m. ET with a minimum 1/2 hour unpaid lunch. Contractor staff may be required to work additional hours per week, including weekends and holidays to complete a project by the required delivery date. Unless specifically indicated in the SSPR or Emergency Order, there is no payment, without AOC management's prior approval, for weekends, holidays, unscheduled AOC closings, delayed openings, early dismissals.

3.7 METHOD OF ENGAGEMENT

When a business and/or technical need arises, the AOC will request a proposal from all firms under contract for that category. After receipt and evaluation of the proposals, one or more contractors shall be awarded a contract for the individual, specific request.

3.7.1 SUBMISSION REQUIREMENTS FOR PROJECT REQUEST PROPOSALS AND SKILL SUPPLEMENT PROJECT REQUESTS (SSPR)

When a specific requirement for services occurs, the AOC Purchase and Property Unit will contact, by fax or e-mail, contractors for the required category of work. The State's established practice is to notify potential SSPR bidders of the issued SSPR by fax. It is the sole responsibility of the contractor to notify AOC Purchase and Property Unit, in writing, of changes to its address, phone number(s), contact person, and e-mail address within ten (10) business days of the change.

A written SSPR will inform the contractor of the scope and nature of the project. SSPRs will provide sufficient information to allow the contractor to provide a bid, comprised of a detailed technical proposal and cost proposal. The contractor must screen all resumes and candidates for qualifications for the specified skill requirement in the project request before submitting a proposal. In order to dismiss a candidate on an ongoing project, the contractor must notify the State Contract Manager and the AOC Purchase and Property Unit within ten (10) business days prior to dismissal. The contractor must submit a substitute candidate that possesses the skills and work experience equivalent to or better than the candidate being replaced. The State reserves the right to interview contractor personnel before acceptance. The contractor will receive the initial SSPR via fax from the AOC Purchase and Property Unit. The State will transmit SSPRs via Express Mail or electronic media, where available, at the contractor's expense. The contractor shall submit resume(s) on or before the bid opening date, unless otherwise specified in the SSPR. In the event that a contractor does not respond to three (3) consecutive SSPR requests, the contractor may be removed from the contractor list, and may not receive future SSPR requests. A response is defined as a bid response or a no-bid letter.

The AOC, with the approval of the Purchase Bureau, Division of Purchase and Property, reserves the right to extend the time frames as well as the total expenditures covered by the project resulting from an SSPR up to either 50% of the original amount or \$1,000,000 whichever is less. Under no circumstances shall the total expenditure for a single project exceed \$1,000,000. In addition, no more than one (1) extension per SSPR shall be permitted. Services beyond the allowed extension must be submitted as a new SSPR. Any work performed under the extension must be performed at the rate in effect at the time of the extension. All requests for extension of an SSPR must be approved by the AOC Purchase and Property Unit.

The contractor shall have ten (10) business days to ensure its response (including price quotation and the resumes of fully screened qualified candidates for each project) to an SSPR is delivered to and received by the AOC Purchase and Property Unit, unless otherwise noted to respond to the SSPR by 3:00 p.m. of a specified closing date.

3.7.2 CONTRACT USAGE AND LIMITS

Services shall be ordered from vendors who have been awarded a contract through this RFP, through the issuance of SSPRs in such quantities as may be needed to fulfill predetermined AOC requirements. Contractors awarded a contract through this RFP shall deliver all proposed services ordered through SSPRs during the term of the contract. All work must be performed using the all-inclusive hourly rates in effect on the date the SSPR is issued.

Issuance of a contract is not a guarantee of work under this contract. SSPRs (on an as needed basis only) shall be issued when the initial estimate for the amount of required effort is \$1,000,000 or less.

The quote for each project resulting from an SSPR must be based on the all-inclusive hourly rates as bid by the contractor. The all-inclusive hourly rate for the individual project may not be increased regardless of the time frame of the project. However, the State will accept decreased costs to the all-inclusive hourly rates during the project and the contractor shall submit invoicing reflecting the decreased rates from the effective date of the decrease.

3.7.3 LOCATION OF WORK TO BE PERFORMED

The AOC site in Trenton, New Jersey is the primary site and is the preferred site for project work. Due to unforeseen budgetary constraints or space availability considerations, the bid response shall include an all-inclusive hourly rate for each category being bid for an alternate site supplied by the contractor. The area must be within thirty (30) miles of the AOC site and not limited to New Jersey. The contractor must provide PCs and other development equipment including licensed software to meet the need of the SSPR. The site must not be accessible to the general public and have sufficient access security to protect data, source code, and have high-speed Internet access. The AOC will provide a secure VPN link to the AOC network. The AOC reserves the right to approve the selected location based upon security and location. Costs for both sites in Appendix 7 – Cost Schedules must be included in the bid proposal.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **eight (8) full, complete, and exact copies** of the original proposal.

In addition, the bidder must submit **two (2) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

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

4.4 BID PROPOSAL CONTENT

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

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

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form (<http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>) to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form (<http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>) must be completed and submitted with the bid proposal.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce and Economic Growth Commission (Commerce).

*****IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.*****

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form (<http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>). Refer to section 7.1.2 of this RFP.

4.4.4 TECHNICAL PROPOSAL

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

4.4.4.1 MANAGEMENT OVERVIEW

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

A. Overall Technical Expertise

A brief introductory narrative describing the firm's overall technical expertise in support of Information Technology operations similar to those within the Administrative Office of the Courts.

B. Detailed Narrative

A narrative explaining how the bidder intends to approach the requirements of this RFP as each specific project request is received must be provided. The bidder must address its commitment to the continuous availability of qualified staff in all skill categories. The bidder must indicate its policy with respect to the commitment of individuals proposed for the duration of a project. Specific information regarding the amount of time required to begin work after a purchase order is issued must be provided. Bidders must be specific in their choice of personnel proposed and must assure the State that the individuals are full-time employees of the bidding firm or its subcontractors. Resumes of part-time consultants on file with bidders or their subcontractor are not acceptable.

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

4.4.4.2 CONTRACT MANAGEMENT

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

4.4.4.3 CONTRACT SCHEDULE

Not applicable to this procurement.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 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.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

- Location of bidder's headquarters and nearest offices.
- Statement of the bidder's commitment with respect to the number of concurrent projects that can be staffed and supported.
- The number and qualifications of full-time staff currently on hand for each category and skill levels.
- A description of the bidder's ability and commitment to rapidly staff the project.
- Financial statements, annual reports and other evidence for the most recent fiscal year that can illustrate the organizational and financial viability of the firm.

The bidder must provide exhibits of three (3) past projects that are similar in nature to the categories being bid. For each of the three (3) projects, the bidder must provide the following information:

- Client reference, including name, address, contact person, and telephone number.
- Specifics as to type of project, hardware platform, application language, etc.
- A short description of the contract work performed.
- Degree of involvement of bidder's personnel in various phases of the project as related to the systems development life cycle, and technical support. Cost estimates, number of hours expended, and whether the project/work was accomplished in the hours budgeted.

4.4.5.1 LOCATION

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

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

4.4.5.3 RESUMES

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

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

4.4.5.4 BACKUP STAFF

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

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

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

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.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

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

4.4.5.8 SUBCONTRACTOR(S)

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

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

- B. **Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.**
- C. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- F. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

The bidder is not required to bid on all seven (7) categories. However, if a bidder chooses to bid on a certain category, it is required to bid on all position titles within that category. (See Appendix D)

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, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>. 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.

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

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

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

The contractor shall forward a request to substitute staff to the AOC Purchase and Property Unit for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the AOC Purchase and Property Unit.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

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

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

5.8 OWNERSHIP OF MATERIAL

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

considered “work for hire”, i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.14 LATE DELIVERY

Not applicable to this procurement.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.17 SUSPENSION OF WORK

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

5.18 CHANGE IN LAW

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

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

Not applicable to this procurement.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Contractors shall be required to submit an invoice on a monthly basis and final invoice at the conclusion of the project. The invoice must include, at the minimum, the contractors name, remit to address, invoice number, contact phone number, project number, hours billed, each position title, period covered and invoice total. In addition, weekly, signed copies of the AOC time sheet for each employee must be attached. All invoices are to be mailed to: The Judiciary Fiscal Unit, AOC, PO Box 985, Trenton, NJ 08625-0985.

It is the contractor's responsibility to assure that the "remit to address" and W-9 form is on file with the State Treasury office and to advise that office of any address changes in a prompt manner.

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

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

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

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500% 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 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

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

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

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

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.

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

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>

6.3.3 BID DISCREPANCIES

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder and a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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

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

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

7.0 CONTRACT AWARD

The State will award approximately 10 to 15 contracts in each category. In order to comply with the small business set aside requirement of this RFP, the State will attempt to award approximately three (3) contracts per category to New Jersey Small Businesses. If none are qualified, the State will award to other vendors to meet its needs.

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

Not applicable to this procurement.

7.1.1.1 DEFINITIONS

Not applicable to this procurement.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

Not applicable to this procurement.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

Not applicable to this procurement.

7.1.1.4 STATE TREASURER REVIEW

Not applicable to this procurement.

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

Not applicable to this procurement.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

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

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38404.shtml>.

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

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

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

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

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

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

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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