



Bid Solicitation

Bid # 19DPP00325

**For: T2010 – Administrative Services for Section 125
Flexible Spending Account**

Event	Date	Time
Vendor's {Bidder's} Electronic Question Due Date (Refer to Bid Solicitation Section 1.3.1 for more information.)	2/11/2019	2:00 PM
Mandatory/Optional Pre-Quote Submission Conference (Refer to Bid Solicitation Section 1.3.5 for more information.)	Not Applicable	
Mandatory/Optional Site Visit (Refer to Bid Solicitation Section 1.3.4 for more information.)	Not Applicable	
Quote Submission Date (Refer to Bid Solicitation Section 1.3.2 for more information.)	3/15/2019	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time. All changes will be reflected in Bid Amendments to the Bid Solicitation posted on the Division of Purchase and Property website and on www.njstart.gov.

	Status	Category
Small Business Set-Aside	☐ Not Applicable	☒ I ☐ IV
	☐ Entire Blanket P.O.	☒ II ☐ V
	☐ Partial Blanket P.O.	☒ III ☐ VI
	☒ Subcontracting Only	

Bid Solicitation Issued By

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

Using Agency/Agencies

State of New Jersey
Department of the Treasury
Division of Pensions and Benefits
Trenton, NJ 08625

Date: 1/16/2019

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1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation is part of the **NJSTART** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation, including the instructions on the Bid Solicitation's Offer and Acceptance Page*** and read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml) (<http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml>), before preparing and submitting its Quote.

NJSTART terminology is used throughout this document. See Bid Solicitation Section 2.1 for a crosswalk of **NJSTART** terminology to legacy terminology.

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed into law by Governor Phil Murphy on April 24, 2018, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

1.1 PURPOSE AND INTENT

This Bid Solicitation is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Division of Pensions and Benefits (DPB), Department of the Treasury. The purpose of this Bid Solicitation is to solicit Quotes to administer two (2) Flexible Spending Account (FSA) plans under the State's Section 125 Tax Savings Program for the Department of Treasury, Division of Pensions.

The intent of this Bid Solicitation is to award a Master Blanket Purchase Order (Blanket P.O.) to that responsible Vendor {Bidder} whose Quote, conforming to this Bid Solicitation is most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. during the Blanket P.O. term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation will apply to all Blanket P.O.s made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

1.2 BACKGROUND

The Section 125 Tax Savings Program was established in 1996 pursuant to N.J.S.A. 52:14-15.1a. This program consists of three (3) separate component plans: a) an Unreimbursed Medical Spending Account (UMSA); b) a Dependent Care Spending Account (DCSA); c) and a premium conversion plan. Under the UMSA plan, eligible employees can set aside up to \$2,500 on a pre-tax basis for out-of-pocket expenses not covered by insurance. Employees can set aside up to \$5,000, the current federal limit, under the DCSA. The premium conversion plan allows employees to pay any State Health Benefits Program (SHBP) medical and/or dental premiums they have with before-tax dollars. This is a multiple-employer program, which is available to full-time State employees eligible for employer paid health insurance coverage through the SHBP. The Vendor {Contractor} is not required to perform any services with regard to the premium conversion plan.

The annual open enrollment period for the Section 125 program generally runs from October 1st through October 31st. Eligible employees who fail to enroll during the open enrollment period are

not permitted to participate in the program for the upcoming plan year unless they experience a qualifying change in family status. New hires and other newly eligible employees are eligible to participate in the FSA plans after a waiting period of 60 calendar days for the UMSA plan and 30 calendar days for the DCSA plan.

The minimum election amounts are \$100 per calendar year for the UMSA and \$250 per calendar year for the DCSA.

Reimbursement claims are processed within five (5) days of receipt of a properly completed claim form including required supporting documentation. Reimbursement checks are mailed to the participant's home address. Participants can also elect to receive reimbursements via direct deposit. UMSA participants receive a stored value credit card that can be used to pay for qualifying medical expenses. The stored value card is not used in the DCSA plan.

Internet services will be provided by the Vendor {Contractor} to participants including the access to plan forms and instructions, online enrollment during the annual open enrollment period, online claims submission, and online access to account information. Participants can also access account information via an Interactive Voice Response (IVR) unit system.

Both FSA plans have adopted the 2 ½ month Grace Period, extension rule for incurring qualifying expenses, which occurs from January 1 through March 15. The Run-out Period for filing reimbursement claims following the end of the plan year is January 1 through April 30.

Organizational Structure: Full-time employees of the State of New Jersey and full-time employees at the various New Jersey State Colleges and Universities are eligible to participate in the State's Section 125 FSA Program. Employees at the various State Departments and Agencies are on the State's Centralized Payroll. The State Higher Education Institutions are separate entities and each has their own payroll. The Division of the Pensions and Benefits (DPB) is responsible for overseeing the administration of the FSA Program and the services being performed by the Vendor {Contractor}. DPB is also responsible for establishing rules and procedures for the program, approving plan materials and forms, approving the payment of Vendor {Contractor} fees, and handling any member issues, member account adjustments and appeals. Designated representatives at the State's Centralized Payroll Unit and at the various State colleges and universities are responsible for all payroll-related functions, including data file exchanges, making required withholdings based on employee elections, and remitting employee contributions to the Vendor {Contractor}.

Participant Data:

Approximate number of eligible employees: 122,500

1. Employees currently participating in a Flexible Spending Account: 7,783;
2. Employees with an Unreimbursed Medical Spending Account: 7,700; and
3. Employees with a Dependent Care Spending Account: 1,612.

Listing of Participating Employers:

1. State of New Jersey (Centralized Payroll);
2. The College of New Jersey;
3. New Jersey City University;
4. Kean University;
5. Montclair State University;
6. New Jersey Institute of Technology;
7. New Jersey Building Authority;
8. Palisade Interstate Park Commission;
9. Rowan University;

10. Ramapo College of New Jersey;
11. Rutgers University;
12. Richard Stockton College of New Jersey;
13. Thomas Edison State College;
14. University of Medicine and Dentistry of New Jersey; and
15. William Paterson University.

This is a repurchase of the Administrative Services for Section 125 Flexible Spending Account under Blanket Purchase Order 84950, T2010 presently due to expire on December 31, 2019. Vendors {Bidders} interested in the current Blanket P.O. specifications and pricing information may review the current Blanket P.O. (Enter T2010) at www.njstart.gov by following these steps:

Go to: www.njstart.gov
Select "Contract & Bid Search"
Select "Contracts/Blankets"
Under "Contract/Blanket Description" type in (Enter T2010), Click "Find It"
The current Blanket P.O's will appear under "Results".

Vendors {Bidders} are cautioned that this new Bid Solicitation addresses current requirements.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the "Q&A" Tab of the Bid Solicitation in **NJSTART**.

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

Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

A Vendor {Bidder} shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to the final award of the Blanket P.O.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the Bid Solicitation cover sheet. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment. Any Bid Amendment to this Bid Solicitation will become part of this Bid Solicitation and part of any Blanket P.O. awarded as a result of this Bid Solicitation. Bid Amendments {Addenda} to this Bid Solicitation, if any, will be posted as a File Attachment on the "Summary" page of the Bid Solicitation in **NJSTART** after the cut-off date. (See Bid Solicitation Section 1.4.1 for further information.)

1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the State of New Jersey Standard Terms and Conditions (SSTC) and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes.

1.3.2 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by the Procurement Bureau of the Division at the appropriate location by the required time.

Vendors {Bidders} shall submit a Quote either electronically through [NJSTART](#) or via hard copy.

QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING ARE INDICATED ON THE BID SOLICITATION COVER SHEET AND ON THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN [NJSTART](#).

IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT AND ON THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN [NJSTART](#).

Procedural inquiries concerning the use of [NJSTART](#) may be directed to njstart@treas.nj.gov and/or (609) 341-3500.

The State will not respond to substantive questions related to the Bid Solicitation or any other Blanket P.O. via this e-mail address or phone number. For inquiries related to substantive questions refer to Section 1.3.1 (Electronic Question and Answer Period).

1.3.3 VENDOR {BIDDER} SUPPORT

Vendors {Bidders} are strongly encouraged to visit the [NJSTART Vendor Support Page](#), which contains Quick Reference Guides (QRGs), supporting videos, a glossary of [NJSTART](#) terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote using the [NJSTART](#) process. It is the Vendor's {Bidder's} responsibility to ensure that the [NJSTART](#) Quote and attachments have been properly submitted.

1.3.4 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.5 MANDATORY/OPTIONAL PRE-QUOTE CONFERENCE

Not applicable to this procurement.

1.3.6 PRE-QUOTE DOCUMENT REVIEW

The following are publicly available documents that a Vendor {Bidder} needs to review in order to prepare and submit accurate and comprehensive Quotes:

- A. Section 125 Tax Savings Program: <https://www.irs.gov/government-entities/federal-state-local-governments/faqs-for-government-entities-regarding-cafeteria-plans>
- B. IRS Revenue Rulings 2006-69: https://www.irs.gov/irb/2006-31_IRB#NOT-2006-69
- C. IRS Revenue Rulings 2007-2: https://www.irs.gov/irb/2007-02_IRB#NOT-2007-2
- D. IRS Revenue Rulings 2003-43: <https://www.irs.gov/pub/irs-drop/rr-03-43.pdf>

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS: REVISIONS TO THIS BID SOLICITATION

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by Bid Amendment. Any Bid Amendment to this Bid Solicitation will become part of this Bid Solicitation and part of any Blanket P.O. awarded as a result of this Bid Solicitation.

There are no designated dates for release of Bid Amendments. Those Vendors {Bidders} who are on the bid holder list either through commodity code registration in [NJSTART](#) or by acknowledging the bid in [NJSTART](#) should receive notification of any Bid Amendment(s). If a Vendor {Bidder} is not on the bid holder list to receive notifications related to a Bid Solicitation, Bid Amendments are still viewable on the "Summary" page of the Bid Solicitation in [NJSTART](#).

BID AMENDMENTS WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE "SUMMARY" PAGE OF THE BID SOLICITATION IN [NJSTART](#). Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instructions. QRGs are located on the [NJSTART Vendor Support Page](#).

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments related to this procurement. An interested Vendor {Bidder} should check the [NJSTART](#) "Open Bids" Tab on a daily basis to ensure review of the most updated information.

1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this Bid Solicitation.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote in response to this Bid Solicitation.

1.4.4 CONTENTS OF QUOTE

Quotes can be released to the public pursuant to [N.J.A.C. 17:12-1.2\(b\)](#) and (c), or under the New Jersey Open Public Records Act (OPRA), [N.J.S.A. 47:1A-1.1 et seq.](#), or the common law right to know.

After the opening of sealed Quotes, including Quotes submitted through the [NJSTART](#) electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law. When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Blanket P.O. is announced.

As part of its Quote, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. Vendor {Bidder} must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. Please include a redacted copy of the Quote indicating the sections identified as confidential. **The State will not honor any attempts by a Vendor {Bidder}**

to designate its entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

A Vendor {Bidder} shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the Bid Solicitation has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Vendor {Bidder} respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

1.4.5 ANNOUNCEMENT OF QUOTE INFORMATION

On the date and time Quotes are due under the Bid Solicitation, all information concerning the Quotes submitted may be publicly announced and shall be available for inspection and copying except as noted below:

- A. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
- B. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes will be announced, and the contents of the Quotes shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN QUOTES

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Blanket P.O. award from being made to the Vendor {Bidder}.

1.4.7 QUOTE ERRORS

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Vendor {Bidder} may withdraw its Quote as described below.

1.4.7.1 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

NJSTART: A Vendor {Bidder} may withdraw its Quote submission in **NJSTART** prior to the Quote opening; however, Vendors {Bidders} should note that while withdrawn **NJSTART** Quotes remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. award. The Vendor {Bidder} may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote

submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

Hard Copy: A Vendor {Bidder} may request that its hard copy Quote be withdrawn prior to the Quote opening. Such request must be made, in writing, to the Supervisor of the Proposal Review Unit at the address provided in Section 1.4.7.2 below. The Vendor {Bidder} may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission and at the place specified.

1.4.7.2 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO BLANKET P.O. AWARD

NJSTART and Hard Copy: If, after the Quote opening, but before Blanket P.O. award, a Vendor {Bidder} discovers an error in its Quote, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. resulting from the Quote would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O.; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its Quote and the Director may in his/her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes.

All Quote withdrawal requests must include the Bid Solicitation identification number and the final Quote submission date and be sent to the following address:

Department of the Treasury
Division of Purchase and Property
PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0039
Attention: Supervisor, Proposal Review Unit

If during a Quote evaluation process, an obvious pricing error made by a potential Blanket P.O. awardee is found, the Director or his/her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

1.4.8 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation.

1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with [N.J.S.A. 52:32-1.4](#) and [N.J.A.C. 17:12-2.13](#), the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. The State of New Jersey will use the annual

surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote or submit it to the Director within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.10 QUOTE ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote and N.J.A.C. 17:12-2.2 which defines causes for Quote rejection, apply to all Quotes.

1.4.11 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes through **NJSTART** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. Award and That Should Be Submitted with the Quote) of this Bid Solicitation electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form to **NJSTART**.

Vendors {Bidders} submitting Quotes in hard copy format, must provide forms with original, physical signatures, otherwise its Quote may be deemed non-responsive.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. awarded or order placed as a result of this Bid Solicitation.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, 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.

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of NJ Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this Bid Solicitation issued by the Bureau. Bid Amendments, if any, will be issued prior to Quote opening.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration, or modification of the terms of a Blanket P.O. between the State and the Vendor(s) {Contractor(s)}. A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Days After Receipt of Order (ARO) – The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Discount – The standard price reduction applied by the Vendor {Bidder} to all items.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Blanket P.O. 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.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Master Blanket Purchase Order (Blanket P.O.) – The Blanket P.O. consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Vendor {Contractor}, in writing.

May – Denotes that which is permissible or recommended, not mandatory.

Must – Denotes that which is a mandatory requirement.

No Bid – The Vendor {Bidder} is not submitting a price Quote for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Primary Form – An electronic form contained within a Vendor's {Bidder's} **NJSTART** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

Procurement Bureau (Bureau) – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Blanket P.O.(s) to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation.

QRGs – Quick Reference Guides.

Quote – Vendor's {Bidder's} timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.

Retainage – The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

Revision – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR

121.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – The State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

State-Supplied Price Sheet – the bidding document created by the State and attached to this Bid Solicitation on which the Vendor {Bidder} submits its proposal pricing as is referenced and described in Bid Solicitation Section 4.4.5.

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

Subcontractor – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O., while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O., including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

Task – A discrete unit of work to be performed.

Unit Cost – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division. This Blanket P.O. may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. may be used by any Using Agency or quasi-State governmental entity.

Vendor {Bidder} – An entity offering a Quote in response to the Division's Bid Solicitation.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket P.O. resulting from this Bid Solicitation.

2.2 BLANKET P.O.-SPECIFIC DEFINITIONS/ACRONYMS

COBRA - Consolidated Omnibus Budget Reconciliation Act that provides continuation of coverage of group health benefits to employees and their families upon occurrence of certain qualifying events. Participants who leave their positions at participating employees can continue to participate by remitting contributions to the Vendor {Contractor}.

Connect:DirectSecure++ - File transfer software product from IBM.

Data Motion - A secure file transfer service from DataMotion, Inc., a privately held company that provides secure information transport services and products including email encryption, secure file transfer, and secure electronic form delivery.

Dependent Care Flexible Spending Account – Participant sets aside pre-tax funds for dependent care of qualifying individuals under age 13 or child physically and/or mentally incapable of self care and subsequently submit documentation of qualifying dependent care expenses for reimbursement.

DNS - A hierarchical decentralized naming system for computers, services, or other resources connected to the Internet or a private network. It associates various information with domain names assigned to each of the participating entities. Most prominently, it translates more readily memorized domain names to the numerical IP (Internet Protocol) addresses needed for locating and identifying computer services and devices with the underlying network protocols. By providing a worldwide, distributed directory service, the Domain Name System is an essential component of the functionality on the Internet, that has been in use since 1985.

Extranet - Extranet is a private network that uses Internet technology and the public telecommunication system in order to securely share part of a business's information or operations with suppliers, vendors, partners, customers, or other businesses. In the case of the State of New Jersey, the Extranet can include firewall server management, the issuance and use of digital certificates or similar means of user authentication, encryption of messages through the use of a SSL tunnel, and the use of virtual private networks (VPNs) that tunnel through the public network.

Grace Period – The 2.5 month period after the end of the plan year during which participants can spend their FSA funds remaining from the prior plan year.

Interactive Voice Response (IVR) – Automated telephony system that enables identification, segmentation and routing of callers to the most appropriate agent within a company. Iv uses prerecorded and dynamically generated audio to interact with callers.

Internet Protocol (IP) Advertisements - Routers use different protocols to collect and store all network routing table information, including nodes, router names, interface names, IP addresses and network addresses. The collected data is advertised over a network, which allows each node to update routing tables accordingly.

IPSEC – Suite of protocols for securing Internet Protocol (IP) communications at the network layer, layer 3 of the OSI model by authenticating and/or encrypting each IP packet in a data Stream. IPSEC also includes protocols for cryptographic key establishment.

Memorandum of Understanding (MOU) – An agreement between the Vendor {Contractor} and the State by which the Vendor {Contractor} will be required to follow the State's Extranet Policy and Procedure and complete the application form, MOU, operational form and security controls assessment checklist.

NAT - Network Address Translation (NAT).

Plan Year – January 1 to December 31.

Run-out Period – The period from January 1 to April 30, (and each year following) during which participants may submit reimbursement requests for expenses incurred during the preceding plan year through March 15 of the current plan year.

SFT – Secure file transfer.

Secure Socket Layer (SSL) – A protocol used for protecting private information during transmission via the Internet.

Secure Transfer Channel – A way of transferring data that is resistant to overhearing (eavesdropping) and tampering.

Use it or Lose it Rule – The Internal Revenue Service (IRS) rule pertaining to Section 125 plans, including FSA plans. This requirement holds that any FSA funds not spent from the end of the run out period are forfeited.

3.0 SCOPE OF WORK

3.1 GENERAL REQUIREMENTS

The Vendor {Contractor} shall handle the following administrative services:

- A. Processing Enrollments: including providing announcement, enrollment and training materials (see Bid Solicitation Section 3.2.1);
- B. Payment Card Services (see Bid Solicitation Section 3.2.2);
- C. Other Required Services: Terminations and election changes (see Bid Solicitation Section 3.2.3);
- D. Member Correspondence (see Bid Solicitation Section 3.2.3);
- E. Claims Processing Services (see Bid Solicitation Section 3.2.4);
- F. Account Maintenance (see Bid Solicitation Section 3.2.5);
- G. File Exchange (see Bid Solicitation Section 3.2.6);
- H. End of Year Services (see Bid Solicitation Section 3.2.7);
- I. Reports (see Bid Solicitation Section 3.2.8);
- J. Interfaces (see Bid Solicitation Section 3.2.9); and
- K. Document Management (see Bid Solicitation Section 3.2.10).

Claim payments shall be from a bank account established and maintained by the Vendor {Contractor} for the State. This shall be a separate bank account for State of New Jersey and shall not commingle funds with any other entity.

3.2 SPECIFIC REQUIREMENTS

The Vendor {Contractor} shall be required to provide the following administrative services:

3.2.1 PROCESSING ENROLLMENTS

The Vendor {Contractor} shall participate in the open enrollment for the 2020 plan year that will tentatively run from October 1 through October 31, 2019. All required enrollment services must be in place prior to the start of the open enrollment period.

The Vendor {Contractor} shall meet with the designated State Contract Manager (SCM) to discuss and organize the annual open enrollment. Open enrollment meetings and discussions shall commence upon notification of the Blanket P.O. award. The Vendor {Contractor} shall participate in at least one on-site open enrollment meeting per plan year. Also, during the implementation period following the Blanket P.O. award, the Vendor {Contractor} shall participate in weekly status meetings with the SCM to establish plan provisions and working procedures. The Vendor {Contractor} shall also participate in individual meetings with each of the participating employers to discuss requirements for file exchanges.

The Vendor {Contractor} shall be required to conduct employer and employee training, as requested, during and around the annual open enrollment period. The Vendor {Contractor} shall expect to receive requests for employee training from each of the State colleges and universities.

There is also a State Payroll Forum which is conducted up to twice a year by the State's Centralized Payroll Unit. This Payroll Forum is for employer representatives (payroll and Human Resources (HR) contacts) at the various state agencies. If requested, the Vendor {Contractor} shall provide an overview of the Flexible Spending Account (FSA) plans and specific responsibilities applicable to employer representatives at the Payroll Forum. In total, the Vendor {Contractor} shall anticipate providing 20 to 25 employee/employer informational meetings per year.

The Vendor {Contractor} shall prepare communication or announcement materials for the Flexible Spending Accounts. Plan year 2020 materials shall be prepared by the Vendor {Contractor}.

The Vendor {Contractor} shall provide the following written materials:

- A. A pamphlet that provides a general description of the FSA plans, lists the major expenses covered by the accounts, stresses the advantages of participating in the program, covers important enrollment and claim filing deadlines, and lists available Interactive Voice Response (IVR) and internet services. Annually, the Vendor {Contractor} shall print and distribute approximately 3,000 copies of the FSA pamphlet to participating employers and State HR representatives. In addition, the Vendor {Contractor} shall provide an electronic version of the FSA pamphlets to the SCM and the participating employers.
- B. A reference guide containing a more detailed description of the plans, a comprehensive listing of eligible and ineligible expenses under each plan, Use-It-Or-Lose-It rule, change in family status requirement for election changes, important plan deadlines and cutoffs, procedures for filing claims and using the Unreimbursed Medical Spending Account (UMSA) stored value card, options available to UMSA participants under the Consolidated Omnibus Budget Reconciliation Act (COBRA), comprehensive listing of available services, and description of other important plan provisions. The Vendor {Contractor} shall print on an annual basis approximately 3,000 copies of the FSA reference guide and mail them to participating employers. In addition, the Vendor {Contractor} shall provide an electronic version of the reference guide to the SCM and the participating employers.
- C. All required FSA forms with instructions including the election (enrollment) form, reimbursement claim form, and change in family status form, both paper and electronic versions.

All plan materials, letters, and forms shall be approved by the Division of Pensions and Benefits prior to distribution.

The Vendor {Contractor} shall provide employees enrolling in the program with a welcome letter containing the following information:

- A. An enrollment confirmation;
- B. General information regarding the program;
- C. For UMSA participants, a stored-value card with instructions (At least one card shall be provided to each participant. The Vendor {Contractor} shall provide additional cards to the participant on request.); and
- D. Information regarding COBRA.

The Vendor {Contractor} shall mail the above information to the participant's home address. As an alternative, the above information can be emailed to the participant providing an email address is available.

The Vendor {Contractor} shall provide for online enrollment via the Vendor's {Contractor's} website. The Vendor {Contractor} shall also accept paper enrollment forms. Employees shall be instructed to mail or fax enrollment forms directly to the Vendor {Contractor}. The Vendor's {Contractor's} fax line shall be a toll-free fax line.

Prior to the start of the plan year 2020 open enrollment period, the Vendor {Contractor} shall send a reminder notice to the members participating in plan year 2019 to re-enroll for plan year 2020. The Vendor {Contractor} shall mail the notices directly to the employee's home address, as well as send them via email where the member has provided their email address to the Vendor {Contractor}. The Vendor {Contractor} shall also be required to send open enrollment reminder notices prior to the start of the annual open enrollment of all subsequent plan years.

3.2.2 PAYMENT CARD SERVICES

The Vendor {Contractor} shall provide a stored value health care card to UMSA participants. At least one (1) card shall be provided to each UMSA participant prior to the start of the plan year and, for new hires and other newly eligible employees, upon enrolling in the plan. Any fees associated with the issuance and use of payment cards shall be included in the per member/per month base cost and no cost shall be charged to the participant. The per member cost shall also take into account any anticipated costs associated with issuing replacement cards to participants when cards are reported lost or stolen. The Vendor {Contractor} shall accept and process requests by participants for additional cards for eligible dependents at no additional cost.

The Vendor {Contractor} shall mail the payment cards to UMSA participants by mid-December so cards are available for use by participants on the first day of the plan year. The Vendor {Contractor} shall take steps to ensure that cards are issued timely to participants and can be used when the plan year starts.

The Vendor {Contractor} shall comply with all federal rules and guidelines pertaining to the use of stored value cards in an FSA program, including those provided in IRS Revenue Rulings 2006-69 and 2007-2 and Revenue Ruling 2003-43.

The Vendor {Contractor} shall use acceptable techniques that allow for auto adjudication of card transactions so requests for receipts and other medical documentation to substantiate card swipes are kept at a minimum. The Vendor's {Contractor's} procedures for substantiating claimed medical expenses after the use of the card shall include the following auto adjudication techniques:

- A. Matching of card transactions to established co-payments for the medical plans, and identification of recurring expenses that match expenses previously approved as to amount, provider, and time period.
- B. Matching of card transactions to providers NPI number in order to determine that payments are being made to providers.

The State shall provide a benefit file to the Vendor {Contractor} listing the known co-payments for the various medical plans and the State's prescription drug plan. An updated benefit file shall be sent to the Vendor {Contractor} upon changes made to the benefit file.

Cards that are suspended as a result of a participant's failure to provide required documentation to substantiate a card transaction or multiple card transactions shall be reactivated within four (4) business days of:

- A. Receipt of such required documentation;
- B. Receipt of a new paper claim that will be substituted for the outstanding claim via autosubstitution; or

- C. Receipt of a check from the participant to repay the outstanding charge amount.

Documentation submitted to substantiate card transactions or for auto-substitution shall be processed within four (4) business days of receipt.

3.2.3 OTHER REQUIRED SERVICES

The Vendor {Contractor} shall provide a website that employees can access to obtain account information, file reimbursement claims, download plan materials and forms, and utilize other online services.

The Vendor's {Contractor's} internet services shall include:

- A. Online enrollment during the annual open enrollment period;
- B. Online access to plan forms, including the election form, change of status form, and reimbursement claim form;
- C. Online access to member account information, including claim payments, pending claims, and account balances;
- D. Online claim submission; and
- E. Online access to COBRA account. The Vendor's {Contractor's} on-line claim submission system must include functionality that allows for the scanning and transmitting of supporting documentation. Acceptable file image types must include pdf images.

The Vendor {Contractor} shall provide a toll free number that employees can call for general account information or to speak to a representative. Customer service representatives shall be available Monday through Friday, between the hours of 9:00 am and 5:00 pm, except for State, and Federal holidays and declared states of emergency. All phone calls shall be answered within one (1) minute. Average wait times must be no longer than two (2) minutes.

The Vendor {Contractor} shall also provide a toll-free 24 hour automated IVR system that employees can use to obtain account information including the following:

- A. Annual election;
- B. Total deposits to date;
- C. Eligible claims to date;
- D. Claim payments to date;
- E. Current cash balance;
- F. Date and amount of last claim payment; and
- G. Remaining balance to be claimed.

The Vendor {Contractor} shall also provide a toll-free fax line that employees can use to fax claim forms and supporting documentation to the Vendor {Contractor}, and to submit other correspondence including election forms.

The Vendor {Contractor} shall develop procedures to accommodate those employees who transfer between two (2) participating employers. Members who terminate with one employer and are hired by another participating employer without a break in service or with a break in service of no more than 30 calendar days shall be treated as continuing in the program, and not as terminating with the first employer and re-enrolling in the program with the new employer. Those with more than a 30 calendar day break between jobs shall be processed as terminating from the program with the first employer and picked up as new hires with the new employer.

3.2.4 CLAIMS PROCESSING SERVICES

The Vendor {Contractor} shall be responsible for maintaining accurate records of contributions received and reimbursement claims paid. All individual member accounts must be updated on a monthly basis. Contributions received with proper member account detail shall be posted to the member accounts and shall be available for reimbursement to employees on the next business day. Reimbursements for incurred expenses shall be made to employees upon the submission of a properly completed reimbursement claim form with required documentation. Reimbursements shall be made from an individual account established by the Vendor {Contractor} for the program. The Vendor {Contractor} shall establish and maintain controls to ensure that only valid claims are processed and that proper documentation to substantiate incurred medical expenses accompanies submitted claims.

Participants shall be permitted to mail or fax claim forms to the Vendor {Contractor}, or to file claim forms electronically via the Vendor's {Contractor's} website.

The Vendor {Contractor} shall process reimbursement claims and issue reimbursements within three (3) business days of the date a properly completed claim is submitted by the participant. If a filed claim is deemed to be invalid or if additional information is required to process a claim, a letter shall be sent by the Vendor {Contractor} to the claimant within three (3) business days of receiving the member's claim detailing the reason for the denial of the claim and/or the specific information needed in order to process the claim.

In accordance with federal rules and guidelines, the maximum amount of reimbursement must be available at all times during the period of coverage under the UMSA plan. The maximum amount of reimbursement at any particular time during the period of coverage cannot relate to the extent to which the participant has paid the required premiums to the UMSA.

Under the Dependent Care Spending Account (DCSA) plan, the maximum amount of reimbursement available to the participant during any period shall be the amount posted to the DCSA at the time of reimbursement. Eligible claims shall be paid up to the available cash balance in the DCSA account, and the remaining amount shall be pending and paid to the participant each reimbursement cycle as additional payroll deductions are posted to the account. The minimum reimbursement amount shall be set at \$25.00.

For those employees participating in the UMSA who are off payroll due to a leave of absence without pay or termination of employment, the Vendor {Contractor} must provide a letter to the participant detailing the options available during the period of unpaid leave or after termination under COBRA. The letter shall be sent by the Vendor {Contractor} directly to the participant's home address. If an employee elects to continue payments under the UMSA on an after-tax basis during a period of unpaid leave or after termination of employment, the Vendor {Contractor} shall be responsible for billing the employee and for collecting required contributions during this period. No fee shall be charged to the employee or the State to manage COBRA accounts.

3.2.5 ACCOUNT MAINTENANCE

The Vendor {Contractor} shall be responsible for ensuring that member accounts are accurate and reflect contribution amounts received and reimbursement claims processed. The Vendor

{Contractor} shall reconcile contribution amounts received from participating employers to the employer's payroll deduction file detail. Any discrepancies identified in reconciling the bi-weekly deduction file and the contribution amount should be immediately brought to the employers' attention. In addition, the Vendor {Contractor} shall also be responsible for notifying the employer of any discrepancies between the deduction amounts taken by the employer and the deduction amounts expected by the Vendor {Contractor}. The Vendor {Contractor} shall provide a timely payroll deduction discrepancy report detailing missing or incorrect deductions and deliver it to the participating employer within two (2) business days of the end of the payroll cycle. The Vendor {Contractor} shall also notify the employer of any refunds that are due a participant due to member account adjustments and changes in election amounts.

Salary reduction amounts deducted by employers shall be forwarded to the Vendor {Contractor} based upon the employer's normal payroll cycle. Most employers operate on a bi-weekly payroll cycle and will make 26 deductions in a full plan year for 12 month employees. However, certain colleges and universities will have 24 payroll feeds in a given plan year for 12 months employees and 20 payroll feeds for their 10 month employees. Employee withholdings shall be forwarded to the Vendor {Contractor} by the various participating employers electronically using Automated Clearing House (ACH) payment or wire transfer.

3.2.6 FILE EXCHANGE REQUIREMENTS

The State has implemented Secure File Transfer (SFT) to send and receive files utilizing advanced data encryption technologies. SFT is a manual interface through Datamotion portal Secure File Transfer Channel. A user connects through an Internet Browser, authenticates to the portal, selects the file they need to send, receive or browse, and selects the source or destination of that file. The transfer occurs using a secure socket layer (SSL) connection and the user is advised of the success of that transfer. For the State's Centralized Payroll, data file exchanges shall be made utilizing the myNewJersey portal Secure Transfer Channel. For all other participating employers, data files shall be exchanged via the Vendor's {Contractor's} secure website.

The following is a general listing of protocols are supported by the State:

A. HTTPS:

1. Must support 128bit SSL 3.0 or higher based connections. The State does not support customers automating HTTPS sessions.

B. SFTP(SSH File Transfer Protocol):

1. SFTEP client/server must be compatible with OpenSSH, SSH2, or great versions supported.

C. FTPS (explicit FTPS over TLS):

1. Secure FTP client/server must support RFC2228. Currently available only to SONJ hosted resources.

The following communications and method of transmission are supported by the State:

A. SFTP (SSH File Transfer Program)

B. FTPS (FTP over TLS)

C. Virtual Private Network (VPN), Encryption (IPSEC)

D. SAFE / Data Motion, Encryption (SSL)

E. Connect:Direct Secure+

F. CyberFusion

G. Private Dedicated Line

3.2.6.1 DATA FILES

Prior to the start of the annual open enrollment in October, the Vendor {Contractor} shall request an eligibility file from the participating employers. The Vendor {Contractor} shall upload the eligibility files to their system prior to the start of the annual open enrollment. The Vendor {Contractor} shall have a procedure in place for updating the eligibility file during the plan year for new hires, newly eligible employees, and terminations. Employers shall be permitted to send full eligibility files on a periodic basis as a means to communicate eligibility changes to the Vendor {Contractor}.

At least four (4) weeks prior to the start of the plan year, the Vendor {Contractor} shall send to each employer a file containing the annual elections and per pay period deduction amounts for those enrolled in the program. During the plan year, the Vendor {Contractor} shall send the participating employers a change file each pay period based on the employers' payroll deduction cycle to serve as notification of enrollment for new hires, newly eligible employees, transfers, recalculated per pay period deduction amounts, and shut-off deduction notifications. All change files shall be received by designated due dates so payroll deduction changes can be made within allowable time frames.

On a bi-weekly basis, the participating employers shall provide a payroll deduction file to the Vendor {Contractor}. The Vendor {Contractor} shall be responsible for reconciling the payroll deduction file to the payment amount received from the employer for the bi-weekly pay period and for notifying the employer of any discrepancies (see Bid Solicitation Section 3.2.5).

3.2.7 END OF YEAR SERVICES

The program's cut-off date for filing reimbursement claims following the end of the plan year is April 30th. The Vendor {Contractor} shall process reimbursement claims received from participants up through the April 30th cutoff date.

The Vendor {Contractor} shall provide two (2) reminder notices to participants who have unused funds in their FSA account after December 31. The Vendor {Contractor} shall provide the initial notice no later than February 10 of the given year and shall inform the participant that any unused funds in the participant's account after the April 30th cutoff date will be forfeited. The Vendor {Contractor} shall provide the second notice no later than April 10 of the given year to those who still have unused funds in their account for the prior plan year. The Vendor {Contractor} shall mail reminder notices to the participant's home address.

The program adopted the grace period extension rule, which allows participants to be reimbursed for qualifying expenses incurred between January 1 and March 15 following the end of the plan year from the prior year's election. Any card payments or current year reimbursement claims filed during the Grace Period shall be first applied toward any unused funds from the prior year. However, if a participant files a prior year reimbursement claim during the plan's runoff period and the claim cannot be processed in full or in part due to the prior year's election being reduced by a current year claim or card transaction, then the Vendor {Contractor} shall make appropriate adjustments so the prior year claim is applied to the prior year's unused funds first and the current year activity is applied second.

The Vendor {Contractor} shall prepare a final reconciliation of the individual member accounts and return to the State any forfeited dollars. A report listing those participants who forfeited funds shall

accompany the payment and shall be submitted within 120 calendar days of the April 30th cutoff date. The report shall include the participant's name, social security number, and forfeiture amount.

The Vendor {Contractor} shall provide limited services following the end of the contract term. For the plan year ending on the contract expiration date, the Vendor {Contractor} shall continue to process reimbursement claims filed by participants through the plan year's run-off date of April 30th. After the run-off period for filing reimbursement claims has ended, the Vendor {Contractor} shall account for any unused funds and return such funds to the State along with the year-end forfeiture report. The unused funds and forfeiture report shall be the SCM within 120 calendar days of the April 30th cutoff date.

3.2.8 REPORTS

The Vendor {Contractor} shall compile on a monthly basis, reports that summarize the funding and claims activity and provide company wide comprehensive information and detailed member account information. The Vendor {Contractor} shall provide the following information to the SCM:

- A. A report prior to the start of the plan year summarizing the number of elections processed and total expected contributions for each FSA plan. The report shall provide data for each participating employer.
- B. A monthly bank account statement with reconciliation.
- C. A monthly activity report providing number of deposits to date, number of claims submitted to date, number of claims processed to date, number of reimbursement checks/direct deposits processed to date, and number of phone calls and other correspondence answered to date.
- D. A monthly financial report listing deposits to date, claims received to date, claims processed to date, and current account balances for the FSA plans.
- E. Monthly reconciliation between billed amounts, amounts received and benefits issued.
- F. A forfeiture report with member account detail within 120 days following the close of the plan year.

Required reports shall be available to the SCM and Participating Employers as indicated above. The SCM and the SCM's designees shall have access to the reports showing all participants. The Participating Employer shall only have access to participant information for their individual agency. The SCM and Participating Employers shall be provided with employer access to the Vendor's {Contractor's} website.

3.2.9 INTERFACES

An interface exists with current Vendor {Contractor} for employers to download files authorizing deductions from the pay of the participants.

3.2.10 DOCUMENT MANAGEMENT

The Vendor {Contractor} must be able to perform the following tasks:

- A. Scan Document – image a document and identify document type;
- B. Retrieve Document – for viewing on screen;
- C. Annotate Document – with signature or other information;

- D. Browse Documents – view documents;
- E. Document Report – list of documents available;
- F. Print Documents – to printer;
- G. Send Documents – via email or facsimile;
- H. Track Document Version – if the document is updated, all versions will be kept; and
- I. Manage Archive and Retention Schedule – determine how and when documents are archived or become unnecessary.

Describe the types of documents to be scanned, the minimum acceptable scanning resolution, where they will be stored and whether they need to be available immediately for retrieval.

Describe how documents will be captured and retrieved and if it will be done centrally or at multiple locations.

Describe whether documents are delivered for scanning, possibly at a later time, or if a customer will be present during the process and requires the original documents to be returned once scanned.

Confirm that any document management process must be able to be certified by the State Records Committee (SRC). Additional information can be found at:

<http://www.nj.gov/treasury/revenue/rms/index.shtml>

NOTE: SRC review and approval must be required for document management components in the Bid Solicitation. For more information, refer to Circular Letter 10-02-OMB and the Imaging Certification Process website:

<http://www.nj.gov/treasury/revenue/rms/imgcertificationprocess.shtml>

3.3 OTHER REQUIREMENTS

The SCM must be provided with access to the participants' online account information. The SCM may also designate other individuals who should be provided such access.

3.4 ASSESSMENTS / PLANS

3.4.1 SECURITY PLAN

The Vendor {Contractor} must provide a security plan for the proposed solution. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Vendor's {Contractor}'s security plan must, at a minimum, provide security measures for the following areas:

- A. Facilities Physical Security and Environmental Protection;
- B. System Security;
- C. System Data Security;
- D. Network Security; and

E. Administrative and Personnel Security.

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

In addition, in the security plan the Vendor {Contractor} shall identify, address and/or define:

- A. Regulations and Security Requirements – how the Vendor {Contractor} will address security requirements such as PCI, HIPAA, FISMA and etc.
- B. System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Vendor {Contractor}. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- C. Workforce Security - the control process for hiring and terminating of Vendor's {Contractor}'s employees, and method used for granting and denying access to the Vendor's {Contractor}'s network, systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior.
- D. Role-based security access – the products and methods provides role-based security, access enforcement and least privilege.
- E. Account Management – the products and methods identify and control the account types to meet defined regulation and security requirements.
- F. Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- G. Logging / Auditing controls – the Vendor's {Contractor's} audit control methods and requirements. The controls must address but are not limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records will be retained online for at least ninety days and further preserve offline for a period of the Blanket P.O. or required State and Federal laws and regulations.
- H. Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The methods are tested and exercised.
- I. Vulnerability / Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis.
- J. Application Security – where the Vendor's {Contractor} is providing application hosting or development services, the Vendor {Contractor} at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.

- K. Application Partitioning and Single Tenant – where the Vendor {Contractor} is providing application hosting and/or development services, the Vendor {Contractor} will isolate the computing environment (compute/partition, network and storage/media.)
- L. Anti-virus / Malware Controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- M. Network Security – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Vendor's {Contractor's} network, the Vendor {Contractor} shall maintain the Vendor's {Contractor's} network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and maintain a hardware inventory including name and network address. The Vendor {Contractor} shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository>.
- N. Database – the products and methods for safeguarding the database(s).
- O. Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Vendor {Contractor} must be able to provide reports on an as-needed basis on the access or change for any file within the system.
- P. Server and infrastructure – the products and methods for "hardening" of the hardware's operating systems and software.
- Q. Wireless, Remote and Mobile Access – where the Vendor {Contractor} has access to State confidential data, and that data traverses the Vendor's {Contractor's} network, the Vendor {Contractor} shall have security controls for provisioning accounts, authorization, account/credential verification, audit/logging, VPN, and TCP/UDP ports restrictions.
- R. Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- S. Continuous Monitoring – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Vendor's {Contractor's} network, the Vendor {Contractor} shall have products and methods for monitoring malicious activity, malware, intrusions and audit records within the Vendor's {Contractor's} network.
- T. Security Audit – the Vendor {Contractor} must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.
- U. Change / Configuration Management and Security Authorization – the Vendor {Contractor} has established a change / configuration methodology, establish a baseline configuration and track changes to the configuration. Identify and maintain a list of software programs authorized to execute on a system. When the Vendor {Contractor} has a major change to the system or application, the State's project manager is notified and a security reauthorization must be approved.

- V. Risk Management – the Vendor {Contractor} must establish a risk management plan, technical and security risks are identified, reported and mitigated.
- W. Confidentiality and Non-Disclosure Agreements – when requested, the Vendor {Contractor} and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.
- X. The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty) when requested. If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

The Vendor {Contractor} shall disclose to the State a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The Vendor {Contractor} shall disclose its process for responding to subpoenas, service of process, and other legal requests.

3.4.2 DISASTER RECOVERY PLAN

Disaster Recovery Plan: The Vendor {Contractor} shall provide a finalized Disaster Recovery plan within ten (10) calendar days of Blanket P.O. award, identifying locations and systems to ensure that it can continue to satisfy Bid Solicitation requirements within five (5) calendar days, in the event their primary location is rendered unusable. The plan must detail how the Vendor {Contractor} will ensure that the primary location and/or systems destroyed in such a disaster would be made available to meet the five (5) calendar day time frame. The Vendor {Contractor} shall test the plan, including an initial test of the system before production. The plan shall be reviewed and updated annually.

3.4.3 BACKUP PLAN

The Vendor {Contractor} is required to have a backup plan identifying key personnel, organization units and alternate sites with telecommunications and computers. The plan should be tested, reviewed, and updated annually.

- A. Reference: NIST Special Publication 800-53A - Security and Privacy Controls for Federal Information Systems and Organizations (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>).

3.4.4 PROJECT WORK PLAN

The Vendor {Contractor} must create and maintain an all-inclusive Project Work Plan. The Work Plan will identify:

- A. Tasks for transition from prior Vendor {Contractor} to new Vendor {Contractor};
- B. Milestone schedule;

- C. Risks to successful implementation;
- D. Training plan and schedule for training of DPB staff as necessary; and
- E. Status Meeting dates and agenda.

3.4.5 QUALITY MANAGEMENT PLAN

The Vendor {Contractor} must participate in a Weekly Status Reporting meeting on the progress of the Vendor's {Contractor's} work Quality Management Plan (QMP).

The Vendor {Contractor} shall provide a QMP to ensure the Transit Tax Save Blanket P.O. achieves the goal to provide a qualified transportation fringe benefit (transit benefit).

The QMP shall include processes for:

- A. Quality Planning – Identifying quality standards relevant to the project and determining how to satisfy them;
- B. Quality Assurance – Evaluating overall project performance on a regular basis to provide confidence that the project shall satisfy the established quality standards; and
- C. Quality Control – Monitoring specific project results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance.

Vendor {Contractor} Tasks:

- A. Create, maintain and follow the QMP;
- B. Conduct quality review meetings, phase-end reviews, “lessons learned” sessions, quality audits, and walk-throughs with State personnel;
- C. Participate in inspections requested by the State of testing results and related materials; and
- D. Provide plans and schedules for addressing all deficiencies identified through the quality process.

3.4.6 PROJECT MANAGEMENT PLAN

The Vendor {Contractor} must provide a Project Management Plan (PMP) that demonstrates to the State that the Vendor {Contractor} has a clear understanding of the requirements of the project and all associated tasks to successfully implement the requirements of this Bid Solicitation. The PMP must address all major sections of the Bid Solicitation and must be approved by the SCM and must be continuously updated by the Vendor {Contractor} throughout the duration of this Blanket P.O.

3.5 TECHNICAL ENVIRONMENT

3.5.1 STATE TECHNOLOGY REQUIREMENTS AND STANDARDS

The Vendor {Contractor} shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The Vendor {Contractor} shall submit relevant documentation, applicable metadata, and participate in the System

Architecture Review (SAR) process. Additional information on this process can be found at: <http://tech.nj.gov/services/governance.shtml#architecture>.

3.5.2 HOSTING AND BACKUP SERVICES

For “outsourced hosting services”, the Vendor {Contractor} must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers. The backed-up data is not commingled with other customer data.

If the Vendor {Contractor} is not supplying “dedicated” hardware resources to host State applications and data, the Vendor {Contractor} must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.

3.6 EXTRANET PLAN

3.6.1 EXTRANET USE CASES

- A. The need arises that an external 3rd party needs to initiate file transfers to a Garden State Network (GSN) Department or Agency.
- B. Information Exchange between external parties needs to be secured and routed over a private connection.
- C. Vendors, 3rd Parties or other External parties want to build a private connection to an entity on the GSN, while avoiding the uncertainty of using the Internet as a medium. Private connection for this purpose is defined as the connection cannot be observed by public entities, covers all the service levels and not specific to dedicated circuits. Utilizing the GSN Extranet service via private line allows bandwidth to be guaranteed and eliminates the fluctuations of speed and latency that would otherwise be impacted on the Internet.

3.6.2 EXTRANET OPTIONS

The communication links between the State and the Vendor {Contractor} can be through a dedicated circuit or IPSEC tunnel over the Internet based upon the connectivity requirements and cost constraints.

The Vendor {Contractor} must work with the Division of Pensions and Benefits and OIT to establish an Extranet Partner relationship. The State and the Vendor {Contractor} will be required to follow the State’s Extranet Policy and Procedure, and complete the application form, MOU, operational form and security controls assessment checklist.

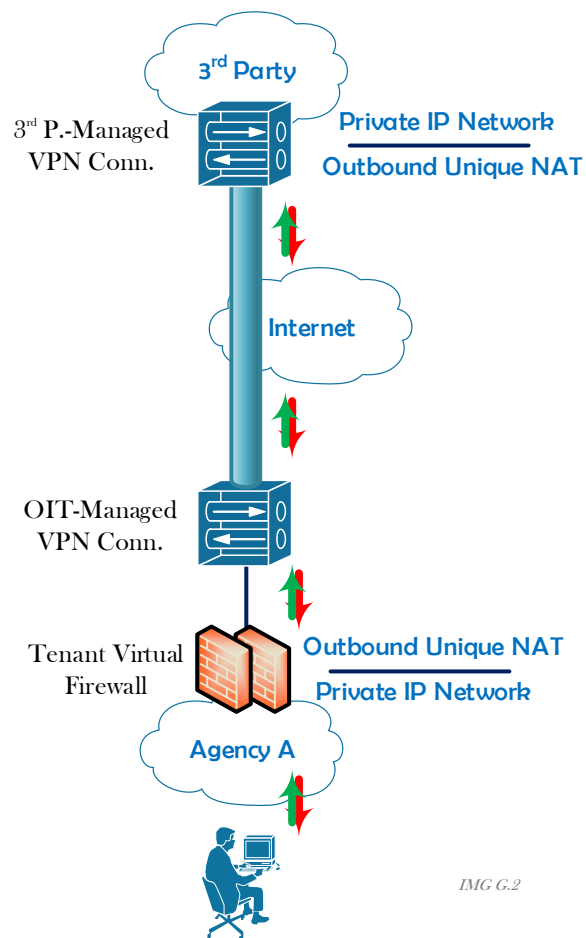
The State agency and external 3rd Party must agree on the extranet service level they will be utilizing for the connection, the cost of the connection and who will be paying for the agreed upon services.

The State currently supports the following four service levels:

- A. Extranet Bronze – Single IPSEC Tunnel over the Internet;
- B. Extranet Silver – Single dedicated circuit from a telecommunications carrier;

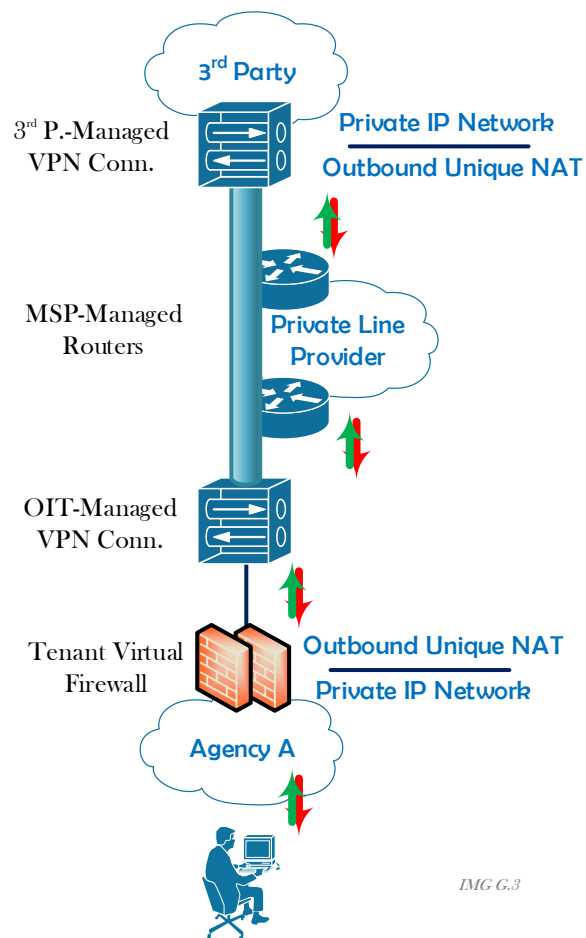
- C. Extranet Gold – Dual IPSEC Tunnel over the Internet from our HUB and Hamilton Data Centers; and
- D. Extranet Platinum – Dual dedicated circuits from a telecommunications carrier from our HUB and Hamilton Data Centers.

3.6.3 **EXTRANET TOPOLOGY AND TECHNOLOGIES**



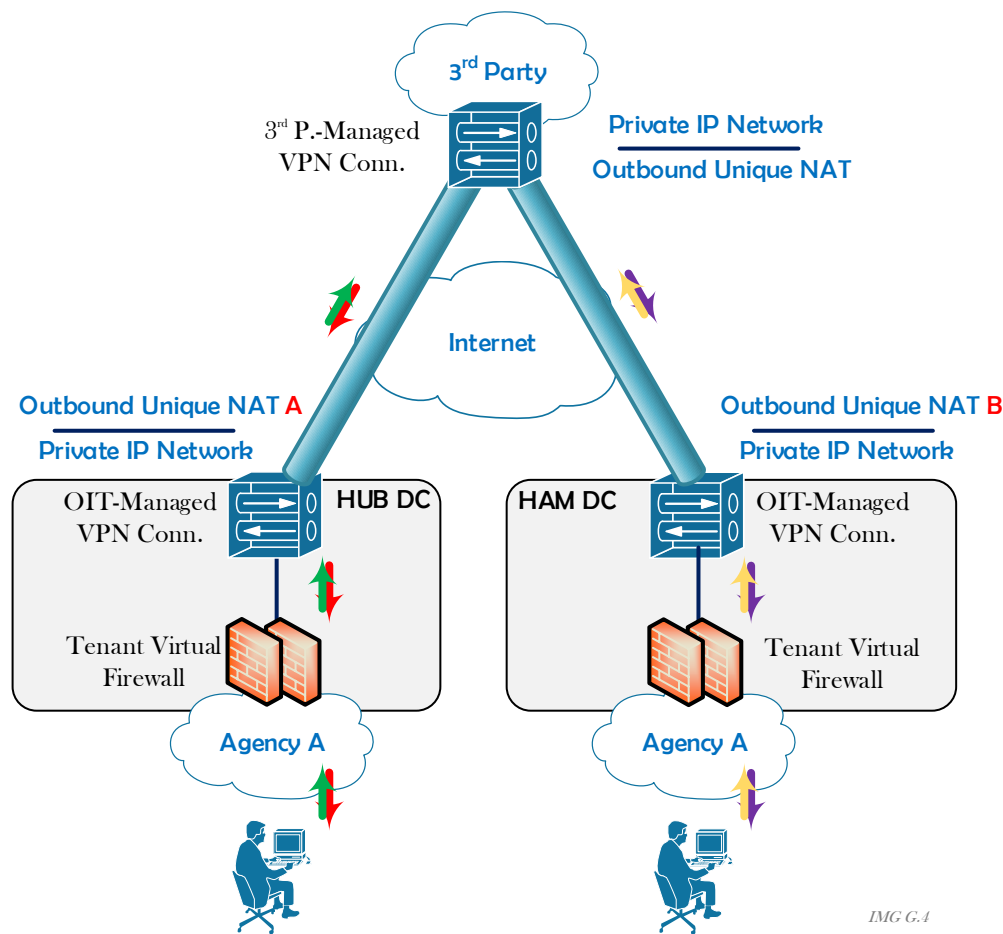
Extranet Specifics and Topology (Bronze):

- A. Various IPSec configuration parameters are supported and should at a minimum meet the recommended values as defined by NJOIT's GSN Technical Architects;
- B. Bandwidth over the Internet is not guaranteed; and
- C. Internet instability may cause disruption of this tunnel, therefore this Extranet model is considered best effort.



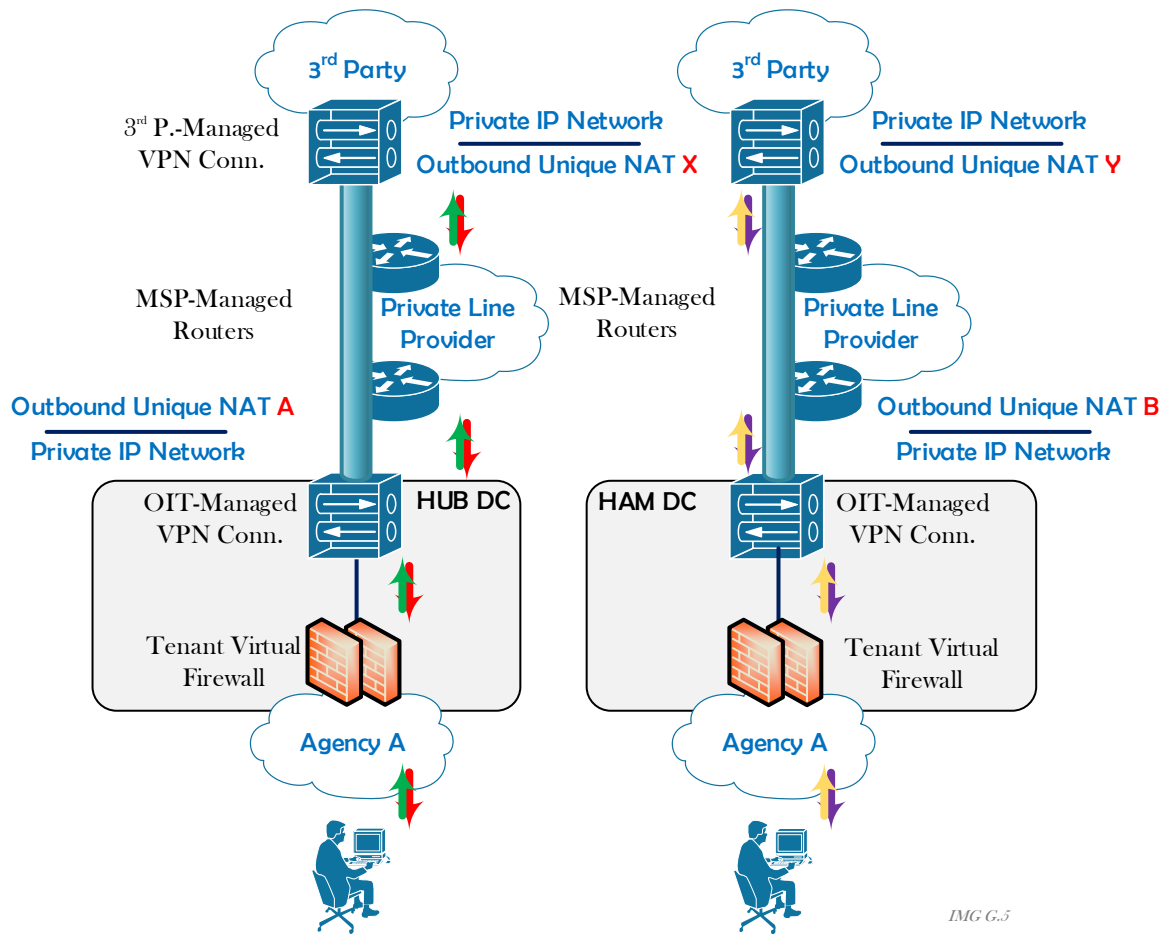
Extranet Specifics and Topology (Silver):

- A. All management and administration of the physical connectivity to the 3rd party carrier router is handled by the OIT Data Center Infrastructure Group and all equipment meet the Data Center's Electrical standards (The Carrier Router and circuit must terminate at the West Trenton or Hamilton Data Centers);
- B. Management of the Private Line Provider is the responsibility of the Vendor {Contractor} or the Agency requesting service;
- C. Bandwidth over Private Circuits is typically guaranteed (depending on what the 3rd Party Vendor {Contractor} has requested from the Carrier); and
- D. Incidents determined to be fault of the 3rd Party or Private Line Provider are the responsibility of the Agency or 3rd Party to remediate.



Extranet Specifics and Topology (Gold):

- A. Similar attributes and requirements to the Extranet Bronze Service, only dual-homed;
- B. Each Data Center connection acts independently, and provides Unique NAT addresses at each connection point;
- C. Applications can be configured to use one or both paths (depending upon the configuration of the App and the DNS resolution of IP Addresses for each tunnel; and
- D. Traffic across each tunnel for similar IP Advertisements are treated as Active/Standby to avoid asymmetric traffic flow (traffic cannot leave through one VPN and return through the other – this traffic will be dropped).



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Extranet Specifics and Topology (Platinum):

- A. Similar attributes and requirements to the Extranet Silver Services, only dual-homed with dual private carriers;
- B. Each Data Center connection acts independently, and provides Unique NAT addresses at each connection point;
- C. Applications can be configured to use one or both paths (depending upon the configuration of the App and the DNS resolution of IP Addresses for each tunnel); and
- D. Traffic across each tunnel for similar IP Advertisements are treated as active/standby to avoid asymmetric traffic flow (traffic cannot leave through one VPN and return through the other – this traffic will be dropped).

3.7 TRANSMISSION OF FILES

The State supports multiple methods for data transfers internally within the GSN or external to an extranet or business partner. The transmission of all files between the Vendor {Contractor} and the State system must be transferred securely using the State file transfer methodology. The State will work with the Vendor {Contractor} in the implementation of the file transfer process. The secure file transfer must meet the state and federal security guidelines and standards.

The State provides both asynchronous and synchronous file transfer methodologies.

- A. Synchronous:

1. Connect: Direct Secure ++ is a supported option for file exchange with the State IBM mainframe.
2. FTPS over SSL (Explicit – port 21) is a supported option for file exchange for connections originating from the State IBM Mainframe. Must support RFC2228.
3. SFTP (FTP over SSHv2 or greater) is a supported option for file exchange with State of New Jersey distributed servers (non-IBM Mainframe).

B. Asynchronous:

1. The State's DataMotion is a supported option for non-automated or "ad-hoc" file exchange with State of New Jersey. A client license is required.
2. The State's DataMotion-DataBridge is a supported option for automated file exchange with the State of New Jersey.

The Vendor {Contractor} will be required to test the file transfer with the State system on all file transfers prior to full implementation.

During the life of the Blanket P.O., the State may revise or change the file transfer method and/or format for the transmission of files to accommodate real time processing, and use case specific information and the Vendor {Contractor} shall be required to conform to all requirements.

Reference: NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf>).

3.8 SYSTEM PERFORMANCE, AVAILABILITY, AND RELIABILITY

Scheduled system outages shall be limited to once weekly between the hours of 10pm and 5am.

For outsourced hosting services, the Vendor {Contractor} must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.

3.9 BUSINESS CONTINUITY

The Vendor {Contractor} is responsible for business continuity, the State does not require 24x7x365 availability. The State shall be notified by email and/or telephone if unscheduled downtime exceeds two (2) hours.

3.10 PROJECT CLOSEOUT

At the end of the Blanket P.O. term, the Vendor {Contractor} shall return to the State all records and data pertaining to Participant accounts, as well as return remaining cash balances on any Transit Benefits.

4.0 QUOTE PREPARATION AND SUBMISSION

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

4.1 GENERAL

A Vendor {Bidder} may submit additional terms as part of its Quote and Quotes including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation, as defined in Section 2.0 of this Bid Solicitation, or that diminish the State's rights under any Blanket P.O. resulting from the Bid Solicitation, may render a Quote non-responsive. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote submission. Where additional terms are submitted they may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion where the terms do not conflict with material terms of the Bid Solicitation or do not diminish the State's rights under the Blanket P.O. resulting from the Bid Solicitation.

In the event that a Vendor {Bidder} intends to propose terms and conditions that conflict with the Bid Solicitation, those Vendor {Bidder} proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure set forth in Section 1.3.1 of this Bid Solicitation. Vendors {Bidders} shall not submit exceptions in the Quote or on the "Terms and Conditions" Tab through **NJSTART**.

After award of the Blanket P.O., if a conflict arises between a Vendor's {Bidder's} additional terms included in the Quote and a term or condition of the Bid Solicitation, the term or condition of the Bid Solicitation will prevail.

Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the URL page shall be provided and will be considered as part of the Quote.

The forms discussed herein and required for submission of a Quote in response to this Bid Solicitation are available on the [Division's website \(http://www.state.nj.us/treasury/purchase/forms.shtml\)](http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.2 QUOTE DELIVERY AND IDENTIFICATION

A Quote must arrive at the Division in accordance with this Bid Solicitation's instructions within the time frames noted on the Bid Solicitation cover sheet and on the "Summary" page of the Bid Solicitation in **NJSTART**, or as indicated on the posted Bid Amendment if the Quote Opening Date has been changed. Vendors {Bidders} submitting electronic Quotes via **NJSTART** are cautioned to allow adequate time to ensure timely uploads of all Quote documents to mitigate unforeseen delays or issues. Vendors {Bidders} submitting hard copy Quotes are cautioned to allow adequate delivery time to ensure timely delivery of Quotes. **State regulation mandates that late Quotes, regardless of submission method, are ineligible for consideration.**

4.3 **NJSTART ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION**

4.3.1 **NJSTART SUBMISSION OF QUOTE**

Vendors {Bidders} may refer to the "Vendor Registration" and "Submit a Quote" QRGs for additional instructions detailing how to enroll in **NJSTART** and submit a **NJSTART** electronic Quote. QRGs are located on the [NJSTART Vendor Support Page](#). If the Vendor {Bidder} submits both a

NJSTART and a hard copy of the Vendor's {Bidder's} Quote, the **NJSTART** Quote will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a **NJSTART** Quote, do not use any symbols (i.e., #, @, \$, &, *) in the filename. Uploaded files should be compatible with Microsoft Office and/or Adobe software applications. DO NOT UPLOAD files with extensions such as .zip, .numbers, or .pages.

If the Vendor {Bidder} submits a Quote electronically through **NJSTART**, the Vendor {Bidder} should select the "Confidential" option in **NJSTART** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through **NJSTART**.

Note: Marking an attachment as "Confidential" in **NJSTART** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

If a Vendor {Bidder} has designated any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, the Vendor {Bidder} should include a redacted copy of the Quote indicating the sections identified as confidential.

4.3.2 HARD COPY SUBMISSION

If the Vendor {Bidder} is submitting a hard copy Quote, the Vendor {Bidder} must submit the following:

- A. **One (1) complete Quote, comprising all volumes and including original, physical signature**, clearly marked as the "ORIGINAL" Quote;
- B. **Five (5) complete and exact ELECTRONIC copies** of the original Quote in PDF file format on CD, DVD, or USB Drive. These should be cover to cover copies, and should not be password protected. **THE STATE-SUPPLIED PRICE SHEET (VOLUME 3) SHALL NOT BE INCLUDED ON THIS ELECTRONIC COPY; and**
- C. **One (1) complete and exact ELECTRONIC copy** of the original State-Supplied Price Sheet (Volume 3) in Microsoft Excel file format on CD, DVD, or USB Drive . This should be a cover to cover copy, and should not be password protected.

If a Vendor {Bidder} has designated any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, the Vendor {Bidder} should include a redacted copy of the Quote indicating the sections identified as confidential.

THE EXTERIOR OF ALL QUOTE PACKAGES SHALL BE LABELED WITH THE BID SOLICITATION IDENTIFICATION NUMBER AND THE FINAL QUOTE SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.

Copies are necessary in the evaluation of the Quote and for record retention purposes. A Vendor {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. The Vendor {Bidder} should make and retain a copy of its Quote.

Hard copy Quote must be submitted to the physical location noted below:

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

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

QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING IS INDICATED ON THE BID SOLICITATION COVER SHEET AND ON THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN [NJSTART](#).

IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT AND ON THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN [NJSTART](#).

Note: A Vendor {Bidder} using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Proposal Receiving Room. A Vendor {Bidder} should make every effort to submit its Quote well ahead of the Quote submission deadline to mitigate unforeseen delays or issues. The Vendor {Bidder} is solely responsible for the timely submission of its Quote in response to this Bid Solicitation.

4.4 QUOTE CONTENT

The Quote should be submitted in three (3) volumes with the content of each volume as indicated below.

A. Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2).

Note: In general, Volume 1 applies to hard copy submissions; however, there may be instances where Bid Solicitation specific forms are required through [NJSTART](#) electronic submission as well.

B. Volume 2

Section 2 - Technical Quote (Section 4.4.3);

Section 3 - Organizational Support and Experience (Section 4.4.4); and

Section 3A - Any other miscellaneous documents to be included by the Vendor {Bidder}.

C. Volume 3

Section 4 – State-Supplied Price Sheet (Section 4.4.5).

Note: Vendors {Bidders} submitting Quotes through [NJSTART](#) must complete the State-Supplied Price Sheet (Volume 3) accompanying this Bid Solicitation and upload it as an attachment on the “Attachments” Tab (See Section 4.4.5 of this Bid Solicitation).

The Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the “Items” Tab in [NJSTART](#). The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation Section 6.8 and prevent all pricing from being publicly displayed in [NJSTART](#).

In the event that a Vendor {Bidder} uploads a State-Supplied Price Sheet and completes the Items Tab in [NJSTART](#) (instead of entering a Unit Cost of \$1.00 as instructed), the State-Supplied Price Sheet attachment will govern.

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

Vendors {Bidders} should refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through [NJSTART](#). Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional

instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote.

Vendors {Bidders} submitting forms through hard copy must complete the full version of the form and may refer to instructions included within the forms on the [Division's website](#).

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through [NJSTART](#) or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.4.11 of this Bid Solicitation.

4.4.1.1 OFFER AND ACCEPTANCE PAGE

The Vendor {Bidder} shall complete and submit the Offer and Acceptance Page accompanying this Bid Solicitation prior to the initiation of negotiation. The Vendor {Bidder} should submit the Offer and Acceptance Page with the Quote. All information requested on the Offer and Acceptance Page must be submitted.

If the Offer and Acceptance Page is not submitted with the Quote or is incomplete, the State will require the Vendor {Bidder} to submit the Offer and Acceptance Page. If the Vendor {Bidder} fails to comply with the requirement within seven (7) business days of the demand, the State may deem the Quote non-responsive.

The Offer and Acceptance Page must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page must be signed by a general partner. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page must be signed by a principal of each party to the joint venture.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must certify pursuant to [N.J.S.A. 52:34-12.2](#) that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in [N.J.S.A. 52:18A-89.5](#) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and [N.J.S.A. 52:34-12.2](#) for additional information about the MacBride principles.

By signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that either:

- A. The Vendor {Bidder} has no operations in Northern Ireland; or
- B. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NON-COLLUSION

By submitting a Quote and signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} certifies as follows:

- A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;
- B. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote submission;
- C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O., or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
- D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and
- E. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not, to Vendor's {Bidder's} knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Blanket P.O./public contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Blanket P.O./public contract.

4.4.1.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

4.4.1.2 NJ STANDARD BID SOLICITATION FORMS REQUIRED WITH THE QUOTE

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote as non-responsive.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or limited liability company, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission

deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, to comply with this section, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

Vendors {Bidders} using **NJSTART** to submit a Quote shall make the appropriate certification on the “Maintain Terms and Categories” Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. Vendors {Bidders} not using **NJSTART** to submit a Quote must complete the full Ownership Disclosure Form located on the [Division’s website](#).

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through **NJSTART**. Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing **NJSTART** should designate one (1) version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form and consider it as part of the Quote. Note: The Primary Form must have a Date Created within six (6) months of the Quote submission deadline to be considered valid.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor’s {Bidder’s} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. to said Vendor {Bidder}.

Vendors {Bidders} using **NJSTART** to submit a Quote shall make the appropriate certification on the “Maintain Terms and Categories” Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. Vendors {Bidders} not using **NJSTART** to submit a Quote must complete the full Disclosure of Investment Activities in Iran form located on the [Division’s website](#).

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through **NJSTART**. Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the

“Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing [NJSTART](#) should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote.

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Please note that the State of New Jersey will not be utilizing the “Subcontractor” Tab in [NJSTART](#). Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form. The Subcontractor Utilization Plan form is located on the [Division’s website](#). Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

If the Blanket P.O. is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4.1 et seq.

For a Quote that does NOT include the use of any Subcontractors, by signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that in the event the award is granted to the Vendor’s {Bidder’s} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors.

4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET P.O.

As defined at [N.J.A.C. 17:13-1.2](#), "Small Business" means a business that is incorporated or registered in and 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. For all good and services contracts, the state has a goal of awarding at least 25 percent of the dollar value of its contracts to eligible small businesses. At least 10 percent shall be awarded to small businesses whose gross revenue does not exceed \$500,000 and at least 15 percent shall be awarded to small businesses whose gross revenue does not exceed \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201. For design and construction contracts, the goal is to award 25 percent of the total contract value to either prime contractors or subcontractors that qualify as small businesses with revenue that does not exceed the annual revenue standards established at 13 CFR 121.201.

The program places small businesses into the following categories:

For good and services - (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5,000,000; and (iii) those with gross revenues that do not exceed \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any Blanket P.O., those earning more than the \$500,000 and \$5,000,000 amounts will not be permitted to bid on Blanket P.O.s designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards

established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any Blanket P.O., those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Blanket P.O.s designated for revenue classifications below their respective levels.

Vendors {Bidders} should verify its Small, Minority, Veteran, and Women Owned Business Certification status on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor's {Bidder's} Small, Minority, Veteran, and Women Owned Business Certification status, [NJSTART](#) provides a link to take corrective action.

4.4.1.4.1 SMALL BUSINESS SET-ASIDE BLANKET P.O. {CONTRACTS}

Not applicable to this procurement.

4.4.1.5 SMALL BUSINESS SUBCONTRACTING SET-ASIDE BLANKET P.O.

NOTE: THE VENDOR {BIDDER} SHALL NOT USE THE "SUBCONTRACTOR" TAB IN [NJSTART](#).

This is a Blanket P.O. with set-aside subcontracting goals for New Jersey Small Business Enterprises. As defined at [N.J.A.C. 17:13-1.2](#), "Small Business" means a business that is incorporated or registered in and 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. For all goods and services contracts, the State has a goal of awarding at least 25 percent of the dollar value of its contracts to eligible small businesses. At least 10 percent shall be awarded to small businesses whose gross revenue does not exceed \$500,000 and at least 15 percent shall be awarded to small businesses whose gross revenue does not exceed \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201. For design and construction contracts, the goal is to award 25 percent of the total contract value to either prime contractors or subcontractors that qualify as small businesses with revenue that does not exceed the annual revenue standards established at 13 CFR 121.201.

The program places small businesses into the following categories:

For goods and services - (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5,000,000; and (iii) those with gross revenues that do not exceed \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any Blanket P.O., those earning more than the \$500,000 and \$5,000,000 amounts will not be permitted to bid on Blanket P.O.s designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any Blanket P.O., those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Blanket P.O.s designated for revenue classifications below their respective levels.

If the Vendor {Bidder} intends to subcontract, it must submit a Subcontractor Utilization Plan and should take the following actions to achieve the set-aside subcontracting goal requirements:

- A. Attempt to locate eligible small businesses in Categories I, II, III, IV, V, and/or VI as appropriate to the Bid Solicitation;

- B. Request a listing of small businesses by Category from the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit;
- C. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
- D. Provide all potential Subcontractors with detailed information regarding the specifications;
- E. Attempt, whenever possible, to negotiate prices with potential Subcontractors submitting higher than acceptable price Quotes;
- F. Obtain, in writing, the consent of any proposed Subcontractor to use its name in response to the Bid Solicitation; and
- G. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotes should also contain a copy of the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit's proof of registration as a small business for any business proposed as a Subcontractor; and documentation of the Vendor's {Bidder's} good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Proposal Review Unit of the Division to effectively assess the Vendor's {Bidder's} efforts to comply if the Vendor {Bidder} has failed to attain the statutory goals.

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

NOTE: A VENDOR'S {BIDDER'S} FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR TO PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE QUOTE OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A BLANKET P.O. TO THE VENDOR {BIDDER}.

If awarded the Blanket P.O., the Vendor {Bidder} shall notify each Subcontractor listed in the Plan, in writing.

Each Vendor {Bidder} awarded a Blanket P.O. for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Vendor's {Bidder's} compliance with N.J.A.C. 17:13-1.1 et seq., and this Bid Solicitation.

4.4.1.6 BID SECURITY

Not applicable to this procurement.

4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.4.11 of this Bid Solicitation.

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. To facilitate the Quote evaluation and Blanket P.O. award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. In the event of an issue with a Vendor’s {Bidder’s} BRC, **NJSTART** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor’s {Bidder’s} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

A Vendor {Bidder} receiving a Blanket P.O. award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O., inclusive of any Blanket P.O. extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Vendor {Bidder} does not submit the form with the Quote, the Vendor {Bidder} must comply within seven (7) business days of the State’s request or the State may deem the Quote non-responsive.

Vendors {Bidders} using **NJSTART** to submit a Quote shall make the appropriate certification on the “Maintain Terms and Categories” Tab within its profile by checking the applicable box and, if required, complete and attach the shortened **NJSTART** form. Vendors {Bidders} not using **NJSTART** to submit a Quote must complete the full version of the form located on the [Division’s website](#).

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through **NJSTART**. Vendors

{Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.2.3 SOURCE DISCLOSURE

Pursuant to [N.J.S.A. 52:34-13.2](#), prior to an award of Blanket P.O., the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor’s {Bidder’s} inclusion of the completed Source Disclosure Form with the Quote is requested and advised. See Bid Solicitation Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the [Division’s website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.3 TECHNICAL QUOTE

In this section, the Vendor {Bidder} shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Vendor {Bidder} must set forth its understanding of the requirements of this Bid Solicitation and its approach to successfully complete the Blanket P.O. The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of the Vendor’s {Bidder’s} Quote.

Vendors {Bidders} may refer to the QRG “Submit a Quote” for instructions detailing how to submit a [NJSTART](#) electronic Quote. QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.3.1 MANAGEMENT OVERVIEW

The Vendor {Bidder} shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the State that the Vendor {Bidder} understands the objectives that the Blanket P.O. is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Blanket P.O. This narrative should demonstrate to the State that the Vendor’s {Bidder’s} general approach and plans to undertake and complete the Blanket P.O. are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Vendor’s {Bidder’s} approach to complete the Blanket P.O. The Vendor’s {Bidder’s} response to this section should be designed to demonstrate to the State that the Vendor’s {Bidder’s} detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Vendor’s {Bidder’s} Quote will lead to successful Blanket P.O. completion.

4.4.3.2 BLANKET P.O. MANAGEMENT

The Vendor {Bidder} should describe its specific plans to manage, control and supervise the Blanket P.O. to ensure satisfactory Blanket P.O. completion according to the required schedule. The plan should include the Vendor’s {Bidder’s} approach to communicate with the SCM including, but not limited to, status meetings, status reports, etc.

4.4.3.3 BLANKET P.O. SCHEDULE AND PLANS

4.4.3.3.1 BLANKET P.O. SCHEDULE

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

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

4.4.3.3.2 MOBILIZATION PLAN

It is essential that the State have quick use of the functionality this Blanket P.O. is to provide. Therefore, each Vendor {Bidder} shall include as part of its Quote a mobilization plan, beginning with the date of notification of Blanket P.O. award and lasting no longer than ten (10) weeks.

Such mobilization plan should include the following elements:

- A. A detailed timetable for the mobilization period of ten (10) weeks. This timetable should be designed to demonstrate how the Vendor {Bidder} will have the personnel and equipment it needs to begin work on the Blanket P.O. up and operational from the date of notification of award.
 - 1. An informational pamphlet must be approved and ready for distribution to employers by August 15, 2019.
 - 2. A welcome letter must be sent to current participants between September 15 – 30, 2019.
 - 3. The timeline and a procedure for the importing and exporting of eligibility and payroll deduction files must be established with each participating employer. Eligibility files must be tested and transmitted no later than the end of September 2019. The initial payroll deduction file for the January 2020 benefit month must be sent to the Participating Employers between December 1 – 12, 2019.
 - 4. Required enrollment services, including on-line enrollment services, must be in place prior to the start of the enrollment cycle for the January benefit. The enrollment cycle must commence October 1, 2019.
 - 5. All other web-based member services must be available when the October 2019 open enrollment cycle begins.
- B. The Vendor's {Bidder's} plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Vendor's {Bidder's} mobilization of the Blanket P.O. within the period of ten (10) weeks;
- C. **NOTE:** The Vendor {Bidder} should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization;

- D. The Vendor's {Bidder's} plan for recruitment of staff required to provide all services required by the Bid Solicitation on the Blanket P.O. start date at the end of the mobilization period covering ten (10) weeks; and
- E. The Vendor's {Bidder's} plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Blanket P.O. on the required start date.

4.4.3.3.3 TECHNOLOGY PROJECT PLAN

The Vendor {Bidder} shall provide its draft plan to accomplish all work required by this Blanket P.O. The Project Plan shall include:

- A. The Design and Development Plan: The Vendor {Bidder} should describe the methodology by which it will design and develop the required system functionality including the Software Development Lifecycle;
- B. The System Test Plan: Vendor {Bidder} must be responsible for a System Test, requiring SCM approval. The Vendor {Bidder} and State staff will participate in the testing. Success will be determined by the successful download of a test file.
 - 1. The Vendor {Bidder} and the State staff shall conduct the following User Acceptance Testing (UAT):
 - 2. The Vendor {Bidder} shall be responsible for the UAT; the State staff shall supply the test data.
 - 3. If a separate UAT environment is needed, define if the Vendor {Bidder} or the State is responsible for its creation and maintenance. If it must replicate the production environment, state this.
 - 4. Testing shall take five (5) business days and shall be completed by November 15, 2019.
 - 5. Testing will entail the downloading of the enrollment files;
 - 6. Acceptance will be determined by successful meeting of the business needs.
- C. The Implementation Plan: Vendor {Bidder} is responsible for an Implementation Plan which shall include but not be limited to the following:
 - 1. Initial meeting within five (5) days of Blanket P.O. award.
 - 2. Welcome Letter to current participants in September 2019 submitted for approval by August 1, 2019.
 - 3. Operational website submitted for approval by September 15, 2019.
 - 4. Informational Pamphlet approved and ready for distribution to Participating Employers submitted for approval by September 15, 2019. Training materials approved and trainings scheduled by October 1, 2019.
 - 5. The timeline and procedure for the importing and exporting of eligibility and payroll deduction files must be established with each participating employer by September 15, 2019.

6. Eligibility files must be tested and transmitted no later than the end of August. Initial payroll deduction file for January benefits must be sent to the Participating Employers by December 1 , 2019.
7. Required enrollment services, including on-line enrollment services, must be in place prior to the start of the enrollment cycle for the January benefits. The enrollment cycle must commence October 1, 2019.
8. All other web-based Participant services must be available when the October 2019 enrollment cycle begins.

D. Operations and Maintenance Plans: The Vendor {Bidder} should describe its plans to support the operational system including application updates, new releases, bug and defect repairs, emergency maintenance/repairs of hardware and software and routine maintenance.

The plan should demonstrate to the Evaluation Committee that the Vendor {Bidder} understands the scope of work required for a successful implementation of the system, its operations and maintenance and support.

4.4.3.3.4 CONTINGENCY PLAN

The Vendor {Bidder} shall provide its draft plan to accomplish all work required by this Blanket P.O. The Contingency Plan shall include:

- A. Disaster Recovery Plan: The Vendor {Bidder} shall provide a finalized Disaster Recovery plan within ten (10) days of Blanket P.O. award, identifying locations and systems to ensure that it can continue to satisfy Bid Solicitation requirements within five (5) days, in the event their primary location is rendered unusable. The plan must detail how the Vendor {Bidder} will ensure that the primary location and/or systems destroyed in such a disaster would be made available to meet the five (5) day time frame. The Vendor {Bidder} shall test the plan, including an initial test of the system before production. The plan shall be reviewed and updated annually;
- B. Backup Plan: The Vendor {Bidder} is required to have a backup plan identifying key personnel, organization units and alternate sites with telecommunications and computers. The plan should be tested, reviewed, and updated annually.
 1. Reference: NIST Special Publication 800-53A - Security and Privacy Controls for Federal Information Systems and Organizations (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>).
- C. Security Plan: The Vendor {Contractor} must provide a security plan for the proposed solution. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Vendor's {Contractor}'s security plan must, at a minimum, provide security measures for the following areas:
 1. Facilities Physical Security and Environmental Protection;
 2. System Security;
 3. System Data Security;
 4. Network Security; and
 5. Administrative and Personnel Security.
 6. The security plan shall provide for review of the Vendor's {Contractor's} operations and control system for the proposed solution. The Vendor {Contractor} shall have the capability to detect and report attempted unauthorized entries into the facility and

system. All security requirements for the Vendor {Contractor} apply to development, testing, production and backup systems.

7. In addition, in the security plan the Vendor {Contractor} shall identify, address and/or define:
 - i. Regulations and Security Requirements – how the Vendor {Contractor} will address security requirements such as PCI, HIPAA, FISMA and etc.
 - ii. System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Vendor {Contractor}. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
 - iii. Workforce Security - the control process for hiring and terminating of Vendor's {Contractor}'s employees, and method used for granting and denying access to the Vendor's {Contractor}'s network, systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior.
 - iv. Role-based security access – the products and methods provides role-based security, access enforcement and least privilege.
 - v. Account Management – the products and methods identify and control the account types to meet defined regulation and security requirements.
 - vi. Password Management – the appropriate password management controls to meet defined regulation or security requirements.
 - vii. Logging / Auditing controls – the Vendor's {Contractor}'s audit control methods and requirements. The controls must address but are not limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records will be retained online for at least ninety days and further preserve offline for a period of the Blanket P.O. or required State and Federal laws and regulations.
 - viii. Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The methods are tested and exercised.
 - ix. Vulnerability / Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis.
 - x. Application Security – where the Vendor's {Contractor} is providing application hosting or development services, the Vendor {Contractor} at a minimum shall run application vulnerability assessment scans during

development and system testing. Vulnerabilities shall be remediated prior to production release.

- xi. Application Partitioning and Single Tenant – where the Vendor {Contractor} is providing application hosting and/or development services, the Vendor {Contractor} will isolate the computing environment (compute/partition, network and storage/media.)
- xii. Anti-virus / Malware Controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- xiii. Network Security – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Vendor's {Contractor's} network, the Vendor {Contractor} shall maintain the Vendor's {Contractor's} network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and maintain a hardware inventory including name and network address. The Vendor {Contractor} shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository>.
- xiv. Database – the products and methods for safeguarding the database(s).
- xv. Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Vendor {Contractor} must be able to provide reports on an as-needed basis on the access or change for any file within the system.
- xvi. Server and infrastructure – the products and methods for "hardening" of the hardware's operating systems and software.
- xvii. Wireless, Remote and Mobile Access – where the Vendor {Contractor} has access to State confidential data, and that data traverses the Vendor's {Contractor's} network, the Vendor {Contractor} shall have security controls for provisioning accounts, authorization, account/credential verification, audit/logging, VPN, and TCP/UDP ports restrictions.
- xviii. Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- xix. Continuous Monitoring – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Vendor's {Contractor's} network, the Vendor {Contractor} shall have products and methods for monitoring malicious activity, malware, intrusions and audit records within the Vendor's {Contractor's} network.
- xx. Security Audit – the Vendor {Contractor} must allow State assigned staff full access to all operations for security inspections and audits which may include

reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

- xxi. Change / Configuration Management and Security Authorization – the Vendor {Contractor} has established a change / configuration methodology, establish a baseline configuration and track changes to the configuration. Identify and maintain a list of software programs authorized to execute on a system. When the Vendor {Contractor} has a major change to the system or application, the State's project manager is notified and a security reauthorization must be approved.
- xxii. Risk Management – the Vendor {Contractor} must establish a risk management plan, technical and security risks are identified, reported and mitigated.
- xxiii. Confidentiality and Non-Disclosure Agreements – when requested, the Vendor {Contractor} and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date. The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty) when requested. If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

- 8. The Vendor {Contractor} shall disclose to the State a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The Vendor {Contractor} shall disclose its process for responding to subpoenas, service of process, and other legal requests.

The contingency plan should demonstrate to the Evaluation Committee that the Vendor {Bidder} understands the scope of work required for a successful implementation of the system, its operations and maintenance and support.

4.4.3.3.5 ADDITIONAL PLAN(S)

Not applicable to this procurement.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Vendor {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 Vendor's {Bidder's} qualifications, and capabilities to perform the services required by this Bid Solicitation.

The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote.

4.4.4.1 LOCATION

The Vendor {Bidder} should include the address of the Vendor's {Bidder's} office where responsibility for managing the Blanket P.O. will take place. The Vendor {Bidder} should include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

- A. **Blanket P.O. -Specific Chart.** The Vendor {Bidder} should include a Blanket P.O. organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Blanket P.O. The chart should include the labor category and title of each such individual; and
- B. **Chart for Entire Firm.** The Vendor {Bidder} should include an organization chart showing the Vendor's {Bidder's} entire organizational structure. This chart should show the relationship of the individuals assigned to the Blanket P.O. to the Vendor's {Bidder's} overall organizational structure.

4.4.4.3 RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Blanket P.O. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Blanket P.O.s of a similar size and scope to those required by this Bid Solicitation. Resumes should include the following:

- A. The individual's previous experience in completing each similar Blanket P.O.;
- B. Beginning and ending dates for each similar Blanket P.O.;
- C. A description of the Blanket P.O. demonstrating how the individual's work on the completed Blanket P.O. relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation; and
- D. With respect to each similar Blanket P.O., the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Vendor {Bidder} should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Vendor {Bidder} submits resumes pursuant to this paragraph, the Vendor {Bidder} shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

The Vendor {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 Vendor {Bidder} must hire management, supervisory and/or key personnel if awarded the Blanket P.O., the Vendor {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 Blanket P.O. term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Vendor {Bidder} should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Vendor's {Bidder's} ability to successfully complete services similar to those required by this Bid Solicitation. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation. 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 Bid Solicitation. For each such contract listed, the Vendor {Bidder} should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Vendor {Bidder} must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Vendor {Bidder} should provide details, including any negative audits, reports, or findings by any governmental agency for which the Vendor {Bidder} is/was the Vendor {Contractor} on any contracts of similar scope. In the event a Vendor {Bidder} neglects to include this information in its Quote, the Vendor's {Bidder's} omission of necessary disclosure information may be cause for rejection of the Vendor's {Bidder's} Quote by the State.

The Vendor {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 Vendor's {Bidder's} Quote. The Vendor {Bidder} must provide a detailed description of services to be provided by each Subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

The Vendor {Bidder} should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Vendor {Bidder} and its ability to undertake and successfully complete the Blanket P.O. In order to provide the State with the ability to evaluate the Vendor's {Bidder's} financial capacity and capability to undertake and successfully complete the Blanket P.O., the Vendor {Bidder} should submit the following:

- A. For publically traded companies the Vendor {Bidder} should provide copies or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Vendor {Bidder} should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year.

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

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

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

4.4.5 STATE-SUPPLIED PRICE SHEET

The Vendor {Bidder} must submit its pricing using the State-Supplied Price Sheet accompanying this Bid Solicitation and located on the “Attachments” Tab.

Vendors {Bidders} may refer to the QRG “Submit a Quote” for instructions detailing how to submit a [NJSTART](#) electronic Quote. QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a [NJSTART](#) Quote, the Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the “Items” Tab in [NJSTART](#). The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation Section 6.8 and prevent all pricing from being publicly displayed in [NJSTART](#).

4.4.5.2 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

Vendors {Bidders} must enter an amount for each price line based on the All-Inclusive Administrative Fee for Each Participating Employee per Month, years one (1) through three (3), or the Quote {Proposal} may be considered non-responsive. Each Vendor {Bidder} is required to hold its prices firm through issuance of Blanket P.O.

In the event that a Vendor {Bidder} using [NJSTART](#) to submit a Quote uploads a State-Supplied Price Sheet and completes the “Items” Tab in [NJSTART](#) (instead of entering a Unit Cost of \$1.00 as instructed), the State-Supplied Price Sheet will govern.

4.4.5.3 USE OF “NO BID” VERSUS “NO CHARGE” ON THE STATE-SUPPLIED PRICE SHEET

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate “No Bid” on the State-Supplied Price Sheet accompanying this Bid Solicitation. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate “No Charge” on the State-Supplied Price Sheet accompanying this Bid Solicitation. The use of any other identifier may result in the Vendor’s {Bidder’s} Quote being deemed non-responsive.

4.4.5.4 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor’s {Contractor’s} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Quote and shall be deemed non-responsive.

4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes.

Should the Vendor {Bidder} choose to offer cash discounts the following shall apply:

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

4.4.6 COOPERATIVE PURCHASING PROGRAM

Not applicable to this procurement.

4.4.7 ORAL PRESENTATIONS

Not applicable to this procurement.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O.

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket P.O. awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of this Bid Solicitation, SSTC, Bid Amendment to this Bid Solicitation, the Vendor's {Contractor's} Quote, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O., the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

- A. Executed Offer and Acceptance Page;
- B. Bid Solicitation Section 5, as may be amended by Bid Amendment;
- C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation;
- D. All remaining sections of the Bid Solicitation, as may be amended by Bid Amendment;
- E. The Vendor's {Contractor's} final submitted Best and Final Offer; and
- F. The Vendor's {Contractor's} Quote as accepted by the State.

Note: In the event of conflicting information between the Bid Solicitation and fields contained in **NJSTART**, the Bid Solicitation will govern and **NJSTART** will be updated via Bid Amendment or Change Order.

5.2 BLANKET P.O. TERM AND EXTENSION OPTION

The base term of this Blanket P.O. shall be for a period of **three (3) years**. The anticipated "Blanket P.O. Effective Date" is provided on the "Summary" page the Bid Solicitation in **NJSTART**. If delays in the procurement process result in a change to the anticipated Blanket P.O. Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. for the full term of this Blanket P.O.

This Blanket P.O. may be extended up to **two (2) years** with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. or rates more favorable to the State.

5.3 BLANKET P.O. TRANSITION

In the event that a new Blanket P.O. has not been awarded prior to this Blanket P.O. expiration date, including any extensions exercised, and the State exercises this Blanket P.O. transition, the Vendor {Contractor} shall continue this Blanket P.O. under the same terms, conditions, and pricing until a new Blanket P.O. can be completely operational. At no time shall this transition period extend more than **180** days beyond the expiration date of this Blanket P.O., including any extensions exercised.

5.4 CHANGE ORDER

Any changes or modifications to the terms of this Blanket P.O. shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {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 this Blanket P.O. The Vendor {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 Blanket P.O. shall not in any way relieve the Vendor {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 Vendor's {Contractor's} performance of this Blanket P.O.

5.6 SUBSTITUTION OF STAFF

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

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation.

The Vendor {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 Vendor {Contractor} has received written approval from the Director.

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

The Vendor {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 Vendor {Contractor} in its Quote.

5.8 OWNERSHIP OF MATERIAL

A. State Ownership of Data

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O., including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, 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 Blanket P.O. 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.

B. Intellectual Property Rights in Deliverables – Excluding Software

1. If the Vendor {Bidder} anticipates using pre-existing intellectual property ("Background IP") within the deliverables called for under the Blanket P.O., the Background IP must be identified in the Quote. If the Vendor {Bidder} identifies such Background IP in its Quote, then the Background IP owned by the Vendor {Bidder} on the date of this Blanket P.O. and any modifications or adaptations thereto remain the property of the Vendor {Bidder}.
2. If in the course of performance of the Blanket P.O., Vendor {Contractor} encounters a need to incorporate Background IP into a deliverable, but the Background IP was not identified in the Quote, the Vendor {Contractor} must notify the State Contract Manager in writing, identifying the specific Background IP to be incorporated into the deliverable, and requesting approval thereof. Where approval is granted in writing, the Background IP owned by the Vendor {Contractor} as well as any modifications or adaptations thereto remain the property of the Vendor {Contractor}. If approval is not granted, the parties will negotiate mutually acceptable intellectual property rights to accomplish the State's goals for the affected deliverable(s).
3. The Vendor {Bidder/Contractor} grants the State a nonexclusive, irrevocable, royalty free license to use the Vendor's {Bidder's/Contractor's} Background IP delivered to the State for the purposes contemplated by this Blanket P.O.
4. Vendor {Bidder/Contractor} software computer programs and other methodologies used by Vendor {Bidder/Contractor} in the preparation of deliverables called for under the Blanket P.O., but not incorporated into the deliverable itself do not need to be identified as Background IP, and the Vendor {Contractor} retains all ownership therein, as applicable.

C. Intellectual Property Rights in Software Deliverables

1. Where the Blanket P.O. requires the development and delivery of software computer programs, the State requires only the rights necessary to accomplish the purposes of the software as set forth in the Bid Solicitation. Accordingly, unless the Bid Solicitation requires Vendors {Contractors} to provide full ownership of the software computer programs, the Vendor {Bidder} proposing commercial off the shelf software, or customized/configured commercial off the shelf software (collectively "COTS") may license the COTS to the State on the same terms customarily provided to the public, provided that the license customarily provided to the public is:
 - a. included within the Quote; and
 - b. sufficient to meet the State's needs as set forth in the Bid Solicitation.
2. A license customarily provided to the public will necessarily include terms and conditions that conflict with the Bid Solicitation. Accordingly, where a license agreement is included with the Quote pursuant to the terms of this section, the Vendor {Bidder} by including the license agreement with its Quote, expressly agrees that terms within the Vendor's {Bidder's} license agreement regarding indemnification, limitation of liability, choice of law, governing law, and confidentiality which conflict with the terms of the Blanket P.O. and are void and have no effect. The State expressly reserves the right to negotiate all other terms and conditions of the license agreement.

3. Where the Bid Solicitation advises that the State seeks full ownership of the computer software program, the work shall be considered “work for hire”, i.e., the State, not the Vendor {Contractor} or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed for or are a result of the services required under this Blanket P.O. 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 Blanket P.O., Vendor {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.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Vendor {Contractor} are confidential (State Confidential Information). The Vendor {Contractor} must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Vendor {Contractor} is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Vendor {Contractor}, or any individual or entity in the Vendor’s {Contractor’s} charge or employ, will be considered a violation of this Blanket P.O. and may result in Blanket P.O. termination and the Vendor’s {Contractor’s} suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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

When requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor’s {Contractor’s} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees’ start date.

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

5.9.1.1 VENDOR’S {CONTRACTOR’S} CONFIDENTIAL INFORMATION

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Blanket P.O., the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Blanket P.O. Vendor’s {Contractor’s} Confidential Information, to the extent not expressly prohibited by law, shall consist of all

information clearly identified as confidential at the time of disclosure and anything identified in Vendor's {Contractor's} Quote as Background IP ("Vendor {Contractor} Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Blanket P.O. are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

- C. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- D. The State agrees to hold Vendor's {Contractor's} Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the State receives a request for Vendor {Contractor} Confidential Information related to this Blanket P.O. pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Vendor {Contractor} with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Vendor {Contractor} shall take any action it deems appropriate to protect its documents and/or information;
- F. In addition, in the event Vendor {Contractor} receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Vendor {Contractor} shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9.1.1(E), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9.1.1(E); or
 - (b) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(F), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Vendor {Contractor} at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (<http://www.nj.gov/it/ps>). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (<http://www.nj.gov/it/ps>); and

- B. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Vendor {Contractor} must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Vendor {Contractor} must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Vendor {Contractor} must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Vendor {Contractor} must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Vendor {Contractor} in the performance of the Blanket P.O. must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Vendor {Contractor} must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Vendor {Contractor} must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

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

Data Breach: Unauthorized Release Notification: The Vendor {Contractor} must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor's {Contractor's} security obligations or other event requiring notification under applicable law ("Notification Event"), the Vendor {Contractor} must assume responsibility for informing the State Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Blanket P.O. Data Handling: Upon termination/expiration of this Blanket P.O. the Vendor {Contractor} must first return all State data to the State in a usable format as defined in the Blanket P.O., or in an open standards machine-readable format if not. The Vendor {Contractor} must then erase, destroy, and render unreadable all Vendor {Contractor} copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions

have been completed within 30 days after the termination/expiration of the Blanket P.O. or within seven (7) days of the request of an agent of the State whichever shall come first.

5.9.3 TAX RETURN DATA SECURITY

I. PERFORMANCE

- A. In performance of this Blanket P.O., the Vendor {Contractor} agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- B. All work will be done under the supervision of the Vendor {Contractor} or the Vendor's {Contractor's} employees;
- C. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Blanket P.O.
- D. . Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Blanket P.O. Disclosure to anyone other than an officer or employee of the Vendor {Contractor} will be prohibited;
- E. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material;
- F. The Vendor {Contractor} certifies that the data processed during the performance of this Blanket P.O. will be completely purged from all data storage components of his or her computer facility, and the Vendor {Contractor} will retain no output at the time the work is completed. If immediate purging of all data storage components is not possible, the Vendor {Contractor} certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures;
- G. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Vendor {Contractor} will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used;
- H. All computer systems receiving, processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to federal tax information.
- I. No work involving federal tax information furnished under this Blanket P.O. will be subcontracted without prior written approval of the IRS;
- J. The Vendor {Contractor} will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office; and
- K. The agency will have the right to void this Blanket P.O. if the Vendor {Contractor} fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

- A. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years', or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1;
- B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Blanket P.O. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Blanket P.O. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431;
- C. Additionally, it is incumbent upon the Vendor {Contractor} to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Vendors {Contractors} by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Vendor {Contractor}, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000; and
- D. Granting a Vendor {Contractor} access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Vendors {Contractors} must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Vendors {Contractors} should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Vendor {Contractor} should sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Vendor {Contractor} for inspection of the facilities and operations provided for the performance of any work under this Blanket P.O. On the basis of such inspection, specific measures may be required in cases where the Vendor {Contractor} is found to be noncompliant with Blanket P.O. safeguards.

5.9.4 SECURITY PLAN

The Vendor {Contractor} must provide a security plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Vendor's {Contractor's} security plan must, at a minimum, provide security measures for the following areas:

- A. Facilities Physical Security;
- B. System Security;
- C. System Data Security; and
- D. Administrative and Personnel Security.

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

The Vendor {Contractor} shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the Vendor {Contractor} shall highlight security features of the system.

In addition, the security plan shall identify and define:

- A. Regulations and security requirements – how the Vendor {Contractor} will address security requirements such as PCI, HIPAA, FISMA and etc;
- B. System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Vendor {Contractor}. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes;
- C. Workforce Security - the control process for hiring and terminating of Vendor's {Contractor's} employees, and method used for granting and denying access to the Vendor's {Contractor's} network, systems and applications. Identify and define audit controls when employment of the employee terminates;
- D. Role based security access – the products and methods for role based security and access to the Vendor's {Contractor's} infrastructure and access to the State's infrastructure;
- E. Password Management – the appropriate password management controls to meet defined regulation or security requirements;

- F. Logging / Auditing controls – the Vendor's {Contractor's} audit control methods and requirements;
- G. Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats;
- H. Vulnerability / Security Assessment – the products and methods used for scanning Vendor's {Contractor's} infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments;
- I. Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses;
- J. Firewall – the products and methods for firewall control process and intrusion detection methodology;
- K. Database – the products and methods for safeguarding the database(s);
- L. Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems;
- M. Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation; and
- N. Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Vendor {Contractor} must be able to provide reports on an as-needed basis on the access or change for any file within the system.

5.10 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. without the prior written consent of the Director.

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Blanket P.O. Notwithstanding the requirements of the Bid Solicitation, the Vendor {Contractor} shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Blanket P.O. award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the Vendor {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 this Blanket P.O. 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 BLANKET P.O. REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. requirements, the Director may take steps to terminate this Blanket P.O. in accordance with the SSTC, authorize the delivery of Blanket P.O. items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor}, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LIQUIDATED DAMAGES

Not applicable to this procurement.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Vendor {Contractor} shall not begin performing any additional work or special projects without first obtaining the State Contract Manager's recommendation and the Director's written approval.

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

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

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

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

In the event the Vendor {Contractor} proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Vendor's {Contractor's} sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

5.17.1 INDEMNIFICATION

Section 4.1 of the SSTC is supplemented with the following:

4.1.1 LIMITATION OF LIABILITY

The Vendor's {Contractor's} liability to the State for actual, direct damages resulting from the Vendor's {Contractor's} performance or non-performance, or in any manner related to this Blanket P.O., for any and all claims, shall be limited in the aggregate to 100% of the total value of this Blanket P.O., except that such limitation of liability shall not apply to the following:

- a. The Vendor's {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 Vendor {Contractor} under this Blanket P.O. caused by negligence or willful misconduct of the Vendor {Contractor};
- b. The Vendor's {Contractor's} breach of its obligations of confidentiality; and
- c. The Vendor's {Contractor's} liability with respect to copyright indemnification.

The Vendor's {Contractor's} indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the SSTC.

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

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

- D. Professional Liability Insurance: The Vendor {Contractor} shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Vendor {Contractor} from any liability arising out the professional obligations performed pursuant to the requirements of this Blanket P.O. The insurance shall be in the amount of not less than \$1,000,000 if appropriate and in such policy forms as shall be approved by the State. If the Vendor {Contractor} has claims-made coverage and subsequently changes carriers during the term of this Blanket P.O., it shall obtain from its

new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.17.3 PERFORMANCE GUARANTEE OF VENDOR {CONTRACTOR}

Not applicable to this procurement.

5.18 ACCESSIBILITY COMPLIANCE

The Vendor {Contractor} shall abide by the State's website standards and guidelines which include the mandatory accessibility information for Section 508 compliance for any web based systems. The standards can be located at the following links:

- (1) http://nj.gov/it/ps/07-12-NJOIT_web_accessibility_policy.pdf; and
- (2) http://www.state.nj.us/it/ps/Web_Site_Standards_Guidelines.pdf.

5.19 BLANKET P.O. ACTIVITY REPORT

The Vendor {Contractor} must provide, on a biannual basis, a record of all purchases made under this Blanket P.O. resulting from this Bid Solicitation. This reporting requirement includes sales to State Using Agencies, political sub-divisions thereof and, if permitted under the terms of this Blanket P.O., sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State agencies. Quasi-State agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft Excel such that an analysis can be made to determine the following:

- A. Vendor's {Contractor's} total sales volume, with line item detail, to each purchaser under this Blanket P.O.;
- B. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Blanket P.O. discount applied; and
- C. Total dollars paid to Subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Blanket P.O. requirement for information. Failure to report this mandated information may be a factor in future award decisions.

The Vendor {Contractor} must submit the required information in Microsoft Excel format to NJSupplierReports@treas.nj.gov.

Reports are due:

January 1st through June 30th – due by July 30th; and
July 1st through December 31st – due by January 30th.

5.20 ELECTRONIC PAYMENTS

With the award of this Blanket P.O., the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must

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

5.21 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor's {Bidder's} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one (1) percent (0.25%) of the value of all transactions under this Blanket P.O. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O., including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTE EVALUATION

6.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket P.O.s in accordance with N.J.S.A. 52:34-12. Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes. Such consultation is intended to assist the State in making a Blanket P.O. award that is most advantageous to the State.

6.4 CLARIFICATION OF QUOTE / STATE'S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes, unless requested by the State as noted below, Vendor {Bidder} contact with the State is not permitted.

After the Quotes are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote.

Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote price was determined.

6.5 QUOTE EVALUATION COMMITTEE

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

6.6 ORAL PRESENTATION

After the Quotes are reviewed, one (1), some or all of the Vendors {Bidders} may be required to give an oral presentation to the State concerning its Quote.

A Vendor {Bidder} may not attend the oral presentations of its competitors.

It is within the State's discretion whether to require the Vendor {Bidder} to give an oral presentation or require the Vendor {Bidder} to submit written responses to questions regarding its Quote. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote.

The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

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

6.7.1 TECHNICAL EVALUATION CRITERIA

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

- A. Personnel: The qualifications and experience of the Vendor's {Bidder's} management, supervisory, and key personnel assigned to the Blanket P.O., including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing Blanket P.O. of a similar size and scope in relation to the work required by this Bid Solicitation; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Vendor's {Bidder's} demonstration in the Quote that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O.

6.7.2 VENDOR'S {BIDDER'S} STATE-SUPPLIED PRICE SHEET

The Bureau will utilize a weighted consumption/market basket model to evaluate pricing. The pricing model will be date-stamped and entered into the record before Quote opening.

6.7.3 QUOTE DISCREPANCIES

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

In the event that a Vendor {Bidder} using **NJSTART** to submit a Quote uploads a State-Supplied Price Sheet and completes the "Items" Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the State-Supplied Price Sheet will govern.

6.7.4 EVALUATION OF THE QUOTES

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation

process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor {Bidder}.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the Bureau may establish a competitive range and enter into negotiations with one (1) Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Bureau to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Bureau may invite one (1) Vendor {Bidder} or multiple Vendors {Bidders} to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Division may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes and as applicable, negotiation(s), and/or BAFO(s), the Bureau will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s), conforming to the Bid Solicitation, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Bureau. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

Negotiations will be conducted only in those circumstances where it is deemed by the Bureau or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote in response to this Bid Solicitation since the State may, after evaluation, make a Blanket P.O. award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes, and related documents will remain confidential until a Notice of Intent to Award a Blanket P.O. is issued.

If the Bureau contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote opening.

6.9 "REQUEST FOR REVISION" WITHIN [NJSTART](#)

The State may request a revision of the Vendor's {Bidder's} Quote within [NJSTART](#). The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote other than as requested by the State shall be considered null and void.

6.10 POOR PERFORMANCE

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. cancellations for cause pursuant to Section

5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

7.0 BLANKET P.O. AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.

1. The State shall not enter into a Blanket P.O. to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;
2. Prior to awarding any Blanket P.O. or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the Blanket P.O. shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O., the intended Vendor {Contractor} shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Blanket P.O. under this Bid Solicitation, as well as future Blanket P.O. opportunities; and
3. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O., and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the [Division's website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} should verify its Chapter 51 Compliance status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Chapter 51 Compliance status, [NJSTART](#) provides a link to take corrective action.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to [N.J.S.A. 52:34-13.2](#), all Blanket P.O.s 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 Vendor {Contractor} or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended Vendor {Contractor} of a Blanket P.O. primarily for services with the State of New Jersey must disclose the location by country where services under the Blanket P.O., including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A BLANKET P.O. TO THE INTENDED VENDOR {BIDDER}.

If any of the services cannot be performed within the United States, the Vendor {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 Vendor {Bidder} to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

The Source Disclosure Form is located on the [Division’s website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

7.1.2.1 BREACH OF BLANKET P.O.

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE BLANKET P.O. SHALL BE DEEMED A BREACH OF BLANKET P.O. If, during the term of the Blanket P.O., or any extension thereof, the Vendor {Contractor} or Subcontractor, who had upon Blanket P.O. 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 Vendor {Contractor} shall be deemed to be in breach of its Blanket P.O. Such Blanket P.O. shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

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

Vendors {Bidders} should verify its Affirmative Action Compliance status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Affirmative Action Compliance status, [NJSTART](#) provides a link to take corrective action.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. See Section 4.4.2.1 of this Bid Solicitation for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Business Registration Certification Active status, [NJSTART](#) provides a link to take corrective action. Vendors {Bidders} may refer to the QRG “Vendor Categories and Certifications” for instructions on completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

7.2 FINAL BLANKET P.O. AWARD

Blanket P.O. award[s] will be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose Quote(s), conforming to this Bid Solicitation, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes 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 Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O., naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Insurance Certification Compliance status, contact the Division Procurement Specialist.

7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

8.0 BLANKET P.O. ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O.

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. where only one (1) State office uses the Blanket P.O., the SCM will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O., approving the deliverables and approving payment vouchers. The SCM is the person who the Vendor {Contractor} will contact **after the Blanket P.O. is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. The SCM is responsible for coordinating the use of the Blanket P.O. and resolving minor disputes between the Vendor {Contractor} and any component part of the SCM's Department. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O., direct or approve a Change Order.

If the Blanket P.O. has multiple users, the SCM shall be the central coordinator of the use of the Blanket P.O. for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. must notify and coordinate the use of the Blanket P.O. with the SCM.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Blanket P.O. by Blanket P.O. users shall be directed to the SCM. The Vendor {Contractor} may contact the SCM if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. users.

9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 7/18/18)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

<u>NJSTART Term</u>	<u>Equivalent Existing New Jersey Term</u>
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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

2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- E. Make or solicit a contribution in violation of the statute;
- F. Knowingly conceal or misrepresent a contribution given or received;
- G. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- H. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- I. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- J. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

- K. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- L. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

2.10 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.12 Warranty of no solicitation on commission or contingent fee basis

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- C. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- D. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- E. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- F. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

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

advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance 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, 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 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

3.8 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor’s liability to the State and its employees in third party suits shall be as follows:

- Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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 this contract;
- The contractor’s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- In the event of a patent and copyright 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.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days’ written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor’s insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

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

- (iii) Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
 - (iv) Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
 - (v) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - C. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - D. \$1,000,000 DISEASE EACH EMPLOYEE; and
 - E. \$1,000,000 DISEASE AGGREGATE LIMIT.
1. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
 2. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 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 deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor

advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

1. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
2. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK

The State 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 for goods ordered, goods delivered, or services requested and performed 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 shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

5. For Convenience:

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

6. For Cause:

- H. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
 - I. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
7. In cases of emergency, the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
8. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

- D. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and
- F. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

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

5.12 DELIVERY REQUIREMENTS

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- b. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- c. Items delivered must be strictly in accordance with the contract; and
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract. In connection with this assignment, the following are the express obligations of the contractor:

1. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
2. It shall advise the Attorney General of New Jersey:
 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
3. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
4. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

- D. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the

contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

- E. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, 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 or using agency before payment will be authorized;
- F. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- G. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers 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 are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) 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.

6.5 NEW JERSEY PROMPT PAYMENT ACT

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

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

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds

are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section 7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:

- Paper and paper products listed in 40 C.F.R. 247.10;
- Certain vehicular products as listed in 40 CFR 247.11;
- Certain construction products listed in 40 C.F.R. 247.12;
- Certain transportation products listed in 40 C.F.R. 247.13;
- Certain park and recreation products, 40 C.F.R. 247.14;
- Certain landscaping products listed in 40 C.F.R. 247.15;
- Certain non-paper office products listed in 40 C.F.R. 247.16; and
- Other miscellaneous products listed in 40 C.F.R. 247.17.

C. As defined in 40 CFR 247.3, "recovered material" means:

- waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
- for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 1. Postconsumer materials such as --
 - a. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - b. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 2. Manufacturing, forest residues, and other wastes such as --
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls

of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

- ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
- iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
- iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
- v. Fibers recovered from waste water which otherwise would enter the waste stream.

- D. For contracts in an amount greater than \$100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, the contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- E. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- F. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- G. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- H. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- J. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- K. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- L. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.3 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.6 CLEAN AIR ACT, 42 U.S.C. 7401-7671q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the

individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

- A. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
- B. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
- C. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
- D. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
- E. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.