

# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

## CREATION & MAINTENANCE OF A NEW JERSEY ASSET MANAGEMENT DATA SYSTEM

2017-RFQ/P-077

DATE: May 15, 2017 (FINAL)

### ADDENDUM #2

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above referenced solicitation.

This Addendum is divided into the following parts:

PART 1: Answers to bidder questions; and/or

PART 2: Additions, deletions, clarifications, and modifications to the RFQ.

---

#### ***PART 1: Answers to bidder questions;***

No.	PART 1: Questions	PART 1: Answers
1	Whether companies from Outside USA can apply for this? (like, from India or Canada)	<b><i>Entities located outside of the United States are permitted to submit a proposal in response to this RFQ/P. However, pursuant to N.J.S.A. 52:34-13.2, the services to be performed pursuant to this RFQ/P and the resulting contract must be performed within the United States unless the Authority's Director of Internal Process Management certifies in writing that these services cannot be performed in the United States and this certification is approved by the Authority's Chief Executive Officer. The Authority's determination about whether there is sufficient justification to permit services to be performed outside of the United States will be based, in part, on Proposers' responses submitted on the Source Disclosure Certification Form accompanying the RFQ/P.</i></b>

2	Whether we need to come over there for meetings?	<b><i>A physical meeting presence may be required as stated in the RFQ/P.</i></b>
3	Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	<b><i>See response to Question #1.</i></b>
4	Can we submit the proposals via email?	<b><i>No, the NJEDA cannot accept RFQ/P proposals electronically, as stated in the RFQ/P.</i></b>
5	<p>(A) Section 1.4.9 SUBCONSULTANT FIRMS/ SUBCONTRACTORS, "Due to the nature of the Work to be performed the Authority shall not consider proposals which utilize subcontractors." However, throughout the entire RFP subcontractors are mentioned and required to register with the state of NJ. Yet, many subsections end with the clause: NOTE: No subcontractors are to be provided for this contract. Can you please clarify?</p> <p>(B) Are subcontractors allowed to be part of the project under a NJ Small Business entity?</p>	<p><b><i>(A) Any reference to Subcontractors contained in this RFQ/P, does not apply to this procurement. The second paragraph in Section 1.4.9 addresses this question.</i></b></p> <p><b><i>(B) No, subcontractors are not allowed to be part of the project under a NJ Small Business entity.</i></b></p>
6	General Question: May bidders assume that the Authority has secured full agreement from the five universities to use their faculty data in the New Jersey Asset Management Data System? Or is the intention of the Authority to have versions of the proposer's system installed at the five universities where they can control the data and voluntarily share the pertinent data on the statewide site?	<b><i>It is the intention of the Authority that the system will utilize the faculty data from the five universities allowing for automated data updates of faculty profiles; it is also the Authority's intention that the system will allow for the universities/faculty to edit and manage the data/profiles.</i></b>
7	General Question: May the bidder assume the Authority either has IT project management staff available to work with the Proposer's project managers or has worked with the five universities to ensure they have such staff available?	<b><i>It is the intention of the Authority that the universities will have project management staff available. The Authority is in the process of recruiting a State Project Director to oversee this initiative and all related work will be coordinated through this individual.</i></b>
8	General Question: May the bidder assume that the Authority has power of attorney to sign a contract on behalf of the five pilot universities for the Asset Management Data System?	<b><i>The Authority does not currently have power of attorney to sign a contract on behalf of the universities.</i></b>
9	General Question: What success criteria will the Authority use for the contract in order for the Proposer to qualify for	<b><i>The Authority will review the results of the required performance monitoring related</i></b>

	renewal after the initial two-year term? How will it be tracked?	<b><i>to the system, including qualitative and quantitative analysis; the provision of customer and technical support; and, maintenance of database security and data integrity.</i></b>
10	General Question: What is the Authority's anticipated go-live date for the Asset Management Data System?	<b><i>The Authority does not have an anticipated go-live date at this time.</i></b>
11	Section 1: Is it permitted to submit scanned copies of the required forms or must an original copy be supplied for each form?	<b><i>As stated in Section 4.3 of the RFQ/P, the Proposer must submit one complete, <u>signed</u> original proposal (including all <u>signed</u>, mandatory forms identified in Section 4.4.1), as part of its submission. However, if the Proposer is unable to submit signed originals of the required compliance forms set out in 4.4.1 and 4.4.2, scanned, <u>signed</u> copies of such forms may be submitted with the Proposal. However, upon request by the Authority, originals of these forms shall be promptly submitted.</i></b>
12	Section 3.1(a): Allow for seamless data exchange and integration with other information repositories and ERGP systems, and support linking to documents in many different types and formats (i.e. PDF, TIFF, BMP, DWG, WORD and CAD). Could you kindly clarify the various ERGP systems and information repositories the bidder would need to integrate with, and what the data exchange interfaces on these systems are that would be available to the bidder.	<b><i>The Authority is not in a position to clarify. This information will be provided upon execution of the contract with the selected bidder. It is the Authority's intention that the data system be capable of data exchange and integration with a variety of repositories and systems to allow for a seamless data exchange and integration.</i></b>
13	Section 3.1(a): Allow for users to create and save database searches to find and open records using a range of search criteria (i.e. full-text, wild care and field level). Could you please specify if database searches are to be saved for logged-in users on the application, or also for potentially anonymous visitors to the public portal.	<b><i>It is the Authority's intention that all logged-in users be able to save database searches.</i></b>
14	Section 3.1(a): Provide access to competitive grant applications – opportunities and submissions. Could you please provide more detail on what data related to grants application you would like to provide access to, to whom	<b><i>Opportunities - Sponsor agency/organization (i.e. National Institute of Health); Type of grant/funding</i></b>

	access should be provided, and what the source data for the competitive grant applications is that you use?	<i>opportunity (i.e. Research Project Grant); Grant Description; Applicable dates. Submissions - Sponsor agency/organization (i.e. National Institute of Health); Type of grant/funding opportunity (i.e. Research Project Grant); Grant Description; Applicant (University and Faculty). It is the Authority's intention that the universities/faculty have access to this information. The Authority does not have source data but intends to work with the universities.</i>
15	Section 3.1(a): Provide access to Intellectual Property (IP) information. Could you please provide details on the source data for your IP information?	<i>Universities/faculty</i>
16	Section 3.1(a): Provide access to industry-specific job and student internship postings and resources, and professional development opportunities. Do you have a consolidated data source for jobs and internships that could be used to read this information from (e.g. use your existing system), or would you also need the functionality for users to be able to post jobs or opportunities?	<i>The Authority would like the data system to be flexible enough to allow for logged in users to post jobs or opportunities; the Authority does intend to work with the universities to utilize existing and relevant data sources, which could be integrated into the data system.</i>
17	Section 3.1(a): Provide access to available and relevant financing assistance from the State, federal government, and universities. Could you please provide more information on the type of data you'd like to display, to whom access should be provided, and what sources are used for this data?	<i>An example would be NJEDA.com (State). The Authority envisions a link to related websites (i.e. NJEDA.com). The Authority's intention is that this information be searchable for all users.</i>
18	Section 3.1(a): Offer ongoing maintenance to ensure data integrity. As the system would aggregate data from several university sources ("other information repositories and ERGP systems"), could you please clarify expectations and intended ownership of data integrity?	<i>Data integrity as it relates to the portal. As requested in the RFP, bidders should address security concerns as it relates to integration of user data with the new customized database.</i>
19	Section 4.2: Is delivery of the proposal by hand (at the NJ EDA premises) permitted?	<i>Yes</i>

20	Section 4.4.4.7: Is the bidder permitted to provide a copy of their most recent Annual Report to satisfy the requirements in section 4.4.4.7?	<b>Yes, provided it contains financial statements/audits. A narrative financial statement will not be acceptable.</b>
21	Question on 4.4.2.6 INSURANCE CERTIFICATES for 2017-RFQ/P-077-THE CREATION & MAINTENANCE OF A NEW JERSEY ASSET MANAGEMENT DATA SYSTEM What type of insurances are necessary for i.e.: General Liability, Workers Compensation? and how much insurance should the corporation have to be eligible vendor?	<b>In addition to Section 4.4.2.6, insurance requirements are in Exhibit A-Contract for Professional Services, Section 7.</b>
22	4.4.4 ORGANIZATIONAL PERSONNEL AND EXPERIENCE as the "Back-Up" Lead Account Manager - does that person have to be in the meeting/interview as well?	<b>Yes, the "Back-up" Lead Account Manager must be there.</b>
23	4.4.4.2 ORGANIZATION CHARTS - Are there any requirement that the Corporation should have minimum number of employees?	<b>No requirement regarding the number of employees.</b>
24	Attachment submitted with Proposed Exceptions/Changes to the Contract for Professional Services (Exhibit A) for consideration.	<b>*See Below</b>

<b>* 24 Attachment-Proposed Exceptions/Changes to the Contract for Professional Services (Exhibit A)</b>			
<b>SECTION</b>	<b>PROPOSER'S COMMENTS</b>	<b>PROPOSER'S REQUESTED LANGUAGE CHANGES</b>	<b>NJEDA RESPONSE</b>
General	The Contract for Professional Service does not state how Vendor's solution can be used by New Jersey Economic Development Authority ("NJEDA") authorized users nor restrictions on use. The "Vendor Agreement" details how the NJEDA can use Vendor's solution	To protect NJEDA and its authorized users by ensuring that it receives the rights it needs to use our materials, and to provide NJEDA and its authorized users with our relevant warranties, a Vendor Master Software and Services Agreement should be executed between Vendor and NJEDA.	<b>Contract Section-General:</b> <b>Pursuant to Section 4.1 of the RFQ/P, a Proposer may submit license agreements with their proposal. Upon award the NJEDA, in its sole discretion, will accept the Terms &amp; Conditions to the extent they do not conflict with the terms of the RFQ/P or the Contract for Professional Services, Exhibit A and to the extent they do not diminish the NJEDA's rights thereunder, as more fully discussed in pursuant to Section 4.1 of the RFQ/P.</b>

2, Time	2(A) Pricing will not be held flat during the three one year extension periods	2(A) Pricing should be indicated in the Contract	<p><b>Contract Section 2(A):</b>  <i>The Fee Schedule will reflect the Proposer’s pricing, which is part of the RFQ/P document. The Contract document will not specify the pricing.</i></p> <p><i>The Fee Schedule and RFQ/P Sections 4.4.1.4 Fee Schedule/Pricing (Mandatory Form) &amp; 4.4.5 Fee Schedule have been revised to allow for the submission of annual price changes during the three (3), one (1) year contract extension periods. See Addendum, Part 2 below.</i></p>
	2(B) Confirm that any extension this agreement on a month-to-month basis beyond expiration or termination until a replacement contract for the Creation and Maintenance of a New Jersey Asset Management Data System is entered into by the Authority and replacement Vendor is prepared to engage in the Work will be paid for	2(B) Indicate that pricing will be consistent with the most recent year of the agreement during any extension this agreement on a month-to-month basis beyond expiration or termination	<p><b>Contract Section 2(B):</b>  <i>The NJEDA will allow the Requested Change language submitted to be added to the last paragraph in Section 2-Time of the contract document. See Addendum, Part 2 below.</i></p>
4, Ownership and Use of Documents	4(A) Ownership of things will not change hands as a result of this agreement; “no work for hire” will be created as a result of this agreement; this response to RFQ contemplates subscription access to a product	4(A) Any custom development that would be required under this contract would need to be fully assessed for commercial terms and pricing and the commercial terms and pricing identified in a written agreement	<p><b>Both, RFQ/P Section 5.7-Ownership of Material and Contract for Professional Services: Section 4-Ownership &amp; Use of Documents, provides that any “pre-existing intellectual property” including “any modifications or</b></p>

			<b><i>adaptations thereto” remain the property of the Vendor.</i></b>
	4(B) The subscription granted under this agreement will not be perpetual. At the end of the term of this agreement NJEDA’s right to use the solution will terminate	4(B) Delete any reference to a perpetual license	<b><i>Contract Section 4(B): The NJEDA deletes reference to “perpetual” license in Section 4-Ownership and Use of Documents, as it relates to the Annual Subscription license.</i></b>
6, Indemnification	6(A) A fair allocation of the risk is for Vendor to indemnify for infringement of the intellectual property rights of a third party only. There is no indemnification obligation on NJEDA in this Contract.	6(A) Limit Vendor’s indemnification obligation to infringement of the intellectual property rights of a third party only.	<b><i>Contract Section 6(A): No changes to Indemnification language.</i></b>
6, Indemnification	6(B) Vendor should be given a reasonable opportunity to correct any deficiency. And if any such deficiency cannot be reasonably corrected, the contract can be terminated and NJEDA’s paid fees refunded.	6(B) Delete: “The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors”	<b><i>Contract Section 6(B): No changes to Indemnification language</i></b>

<p>7(e), Automobile Liability Insurance</p>		<p>Delete: "All policies and corresponding certificates must show thirty (30) days prior written notice of cancellation (10 days' notice for non-payment cancellation) to the Authority. These Certificates shall contain a provision that coverages afforded under the policies shall not be reduced or canceled unless at least thirty (30) days prior written notice has been given to the Authority. The Vendor shall notify the Authority within forty-eight (48) hours of any changes or cancellations to policies affecting the Authority."</p> <p>Replace it with: "The Vendor shall notify the Authority of any changes or cancellations to policies affecting the Authority within thirty (30) days."</p>	<p><b>Contract Section 7(e): The NJEDA has DELETED the last paragraph in Section 7 and replaced it. See Addendum - Section 2 below for the replacement language to the Contract.</b></p>
<p>8, Termination</p>	<p>8(A) Given the ramp up time and resources to provide the proposed solution, Vendor's products are offered in one year increments.</p>	<p>8(A) Delete: "The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination."</p>	<p><b>Contract Section 8(A): The Authority does NOT accept this deletion.</b></p>



<p>8, Termination</p>	<p>8(B) Can 7 days be extended to 30 days to give Vendor a reasonable opportunity to correct any perceived deficiency? 7 days is too short of a time frame.</p>	<p>8(B) Change 7 days to 30 days.</p>	<p><b>Contract Section 8(B): The Authority ACCEPTS this language change. See Addendum – Section 2 below.</b></p>
<p>9, Confidential Information of the Authority</p>	<p>Can this section be made mutual? Vendor may provide NJEDA with confidential information and would like for that information to similarly be protected from unauthorized disclosure.</p>	<p>Make the section mutual and add that “The Fees and the unique configuration of the Work and delivery parameters are proprietary information of the Vendor. The Authority understands that disclosure of that proprietary information could cause competitive harm to the Vendor, and agrees to receive and maintain that proprietary information in confidence and not to disclose that proprietary information to any third person.”</p>	<p><b>Contract Section 9: The Authority REJECTS this language change.</b></p> <p><b>Section 5.8.1.1 of the RFQ/P discusses the Authority’s handling of the Vendor’s confidential information.</b></p>
<p>11, Time for Completion and Damages</p>	<p>Vendor should be given a reasonable opportunity to correct any deficiency. And if any such deficiency cannot be reasonably corrected within a reasonable time frame, the contract can be terminated and NJEDA’s paid fees refunded.</p>	<p>Delete: “For reasons within the Vendor's control, if the Vendor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, then the Vendor will pay the Authority an amount sufficient to compensate the</p>	<p><b>Contract Section 11: The Authority does NOT accept this deletion.</b></p>

		Authority for its damages incurred as a result of such failure to complete.”	
14, General Conditions (B) and (C)	What sorts of reports, certificates, schedules, charts, graphs and documents might NJEDA require?	Specifically, state Vendor’s obligations	<b>Contract Section 14(B) &amp; (C): See Section 3.0 Scope of Work &amp;Section 4.4.6 Reporting</b>
14, General Conditions (F) and (G)	Certain state laws contravene other countries or states laws with respect to gathering, storing and maintaining information about an individual’s race.	Add “as applicable” to the following 2 provisions as follows: “F. The Vendor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of Treasury, as applicable.” And “G. The Vendor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., as applicable, which are expressly included within the terms of this Contract.”	<b>Contract Section 14(F) &amp; (G): The Authority does NOT accept the requested language changes.</b>

14, General Conditions (J)	Vendor is a foreign entity. Certain services or Work may be performed outside of the United States.	Delete: "J. Pursuant to N.J.S.A. 52:34-13.2, all Work and all subcontractor services performed in connection with or as part of the Work shall be performed within the United States."	<b>See answer to Part 1 – Question 1, above.</b>
----------------------------	---	--	--

**PART 2: Additions, deletions, clarifications, and modifications to the RFQ/P;**

No.	PART 2: Additions, deletions, clarifications and modifications to the RFQ/P.	PART 2: Answers
1	The RFQ/P Language on Page 28, Section 4.4.5 Fee Schedule has been modified and language deleted to allow Proposer's to submit price increases, during the three (3), one (1) year extension periods.	<p><b>RFQ/P Section 4.4.5 Fee Schedule has been revised.</b></p> <p><b>DELETE: Line 3 of the first paragraph "Each Proposer is required to hold its prices firm through issuance and duration of the contract."</b></p> <p><b>ADD: Each Proposer is required to submit and hold pricing for the initial two (2) year contract for Section 1D &amp; 1E of the Fee Schedule for Phase IV-On-Going Performance Monitoring/Security/Support (monthly cost to be based on a 12-month extension timeframe) &amp; Cost Per User Subscription Profile – Annual Flat Fee (12 month) to allow for the submission of annual price changes during the three (3), one (1) year contract extension periods.</b></p>
2	The Fee Schedule has been modified to allow Proposer's to submit price increases, during the three (3), one (1) year extension periods.	<b>See the Revised Fee Schedule, dated 5/12/17.</b>
3	Contract for Professional Services-Exhibit A: Section 2 – TIME. Add the proposed language, as Section 2: Time, Paragraph three (3).	<b>ADD: "Pricing will be consistent with the most recent year of the executed Contract agreement during any extension on a</b>

		<i>month-to-month basis, beyond expiration or termination.”</i>
4	Contract for Professional Services-Exhibit A: (B)– OWNERSHIP & USE OF DOCUMENTS.	<b><i>REMOVE the word “perpetual”.</i></b>
5	Contract for Professional Services-Exhibit A: Section 7(e), Automobile Liability Insurance	<b><i>DELETE last paragraph beginning with “ACCORD” and REPLACE with the following: “ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. All policies and corresponding certificates must show thirty (30) days prior written notice of cancellation (10 days’ notice for non-payment cancellation) to the Authority. If the insurance policies cannot be endorsed to provide notice of cancellation to third parties, then it is the responsibility of the Vendor to provide notice of cancellation to the Authority within forty-eight (48) hours of receipt of notification from their insurance company.”</i></b>
6	Contract for Professional Services-Exhibit A: Section 8 (B) - TERMINATION	<b><i>CHANGE “seven (7)” days advance notice to “thirty (30) days.”</i></b>