

# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

## Request for Qualifications/Proposal

### 2017-RFQ/P-077

(FINAL: 5/1/17 AMW)

## For: Creation and Maintenance of a New Jersey Asset Management Data System

| Event                                                                                                                     | Date    | Time    |
|---------------------------------------------------------------------------------------------------------------------------|---------|---------|
| <b>Bidder's Electronic Question Due Date</b><br>(Refer to <a href="#">RFQ/P Section 1.3.1</a> for more information.)      | 5/8/17  | 3:00 PM |
| <b>Mandatory/Optional Pre-Proposal Conference</b><br>(Refer to <a href="#">RFQ/P Section 1.3.6</a> for more information.) | N/A     | N/A     |
| <b>Mandatory/Optional Site Visit</b><br>(Refer to <a href="#">RFQ/P Section 1.3.5</a> for more information.)              | N/A     | N/A     |
| <b>Proposal Submission Date</b><br>(Refer to <a href="#">RFQ/P Section 1.3.2</a> for more information.)                   | 5/17/17 | 3:00 PM |

Dates are subject to change. All changes will be reflected in Addenda to the RFQ/P posted on the New Jersey Economic Development Authority's website.

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

#### RFQ/P Issued By

New Jersey Economic Development Authority  
Internal Process Management-Procurement  
36 West State Street, PO Box 990  
Trenton NJ 08625-0990  
Main Reception Desk – Telephone: 609-858-6700

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 INTENT/SUMMARY OF SCOPE:**

This Request for Qualifications/Proposals (RFQ/P) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”). The purpose of this RFQ/P is to solicit proposals for the Creation and Maintenance of a New Jersey Asset Management Data System for the purpose of connecting the business community with critical university assets to help promote innovative research and greater collaboration, to aid universities in managing research enterprise, and to facilitate interaction between universities.

The Authority is seeking to create a database to serve as a public good, enhancing access to information and partnership opportunities across a broad array of constituencies, including university faculty, researchers and other experts; small, mid-sized and large businesses; and, members of the public.

The successful Proposer will supply a customizable, off-the-shelf software product to be implemented as a cloud solution (Software as a Service – SaaS), allowing the created database to consolidate research information into one platform and have the ability to integrate existing university databases with the goals of increasing innovation exchange, establishing greater collaboration between academia and industry to catalyze economic development, which will help to market New Jersey as a center of innovation. The database must enable users to search through topics of research, expertise and other assets at the participating research universities, as well as economic development partners.

Once created, the database will need to include automated data consumption and updates, editing and search capabilities further described in the Scope of Services.

The intent of this RFQ/P is to award one (1), two (2) year contract with three (3), one (1) year extension options to the responsible Proposer whose proposal, conforming to this RFQ/P is most advantageous to the Authority, price and other factors considered. The Authority, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed to be in the Authority’s best interest.

The Appropriations Act of Fiscal Year 2017, P.L. 2016, c. 10 appropriated an amount not to exceed \$1,500,000 for the development, implementation and use of the research database. The Authority estimates the database will include approximately 5,000 subscribers/faculty profiles. Future monies are not known at this time.

The Authority's Contract For Professional Services, Exhibit A, contract terms are in addition to the terms and conditions set forth in this RFQ/P and should be read in conjunction with them unless the RFQ/P specifically indicates otherwise.

### **1.2 BACKGROUND**

The EDA was established to promote economic and urban development in the State, as an independent instrumentality of the State of New Jersey. The Authority is a state financing and economic development agency that offers financing assistance to for-profit businesses and non-profit organizations, access to Small Business services, real estate development assistance and incentives to attract and retain businesses in New Jersey. In addition, it plays a key role in implementing major development projects, by providing

site selection services, as well as a full range of real estate development services, from assembling land and structuring financing to overseeing building construction. This full-service approach produces considerable financing advantages and cost benefits that make it easier and more affordable for companies to locate and stay in New Jersey. The Authority can assist credit-worthy businesses that need facilities for manufacturing, distribution or research; developers of projects involving office, retail, entertainment and hotel uses; and governmental entities requiring new or renovated facilities.

Since its inception in 1974, the New Jersey Economic Development Authority has provided just over \$26.5 billion dollars in assistance, to over 13,000 projects. These projects have created an estimated 352,987 jobs within the State. In 2016, the Authority provided over \$1.5 billion dollars in assistance to five hundred seventy one (571) projects and created more than 10,200 new full-time jobs and 9,100 construction jobs. In fact, since 1979, we've developed over 10 million square feet of new and renovated space, valued at more than \$1.5 billion dollars.

### **1.3 KEY EVENTS**

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

The Authority will electronically accept written questions and inquiries from all potential Proposer(s) via the web at [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com). Phone calls/faxes shall not be accepted.

The subject line of the e-mail should state:

***“QUESTIONS-2017-RFQ/P-077-THE CREATION & MAINTENANCE OF A NEW JERSEY ASSET MANAGEMENT DATA SYSTEM”***

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

**Note: Questions regarding the Authority's Contract for Professional Services, Exhibit A and exceptions to mandatory requirements must be posed during this Electronic Question and Answer Period and should contain the Bidder's suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract.**

A Proposer must not contact the Authority's Requesting Department or any other staff/board member directly, in person, by telephone or by e-mail, concerning this RFQ/P.

The cut-off date for electronic questions and inquiries relating to this RFQ/P is indicated on the cover sheet.

All Questions received and Answers given in response to this RFQ/P will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority's website, <http://www.njeda.com/rfq>, after the posted cut-off date. (See RFQ/P Section 1.4.1 for further information.)

### **1.3.2 PROJECTED MILESTONE DATES**

The following dates are provided to Interested Proposers for planning purposes only. These are estimated timeline dates and do not represent firm commitment dates by which the Authority will take action:

- Q & A Period Ends: MONDAY, MAY 8, 2017 at 3:00 PM (prevailing local time)
- Proposals Due: WEDNESDAY, MAY 17, 2017 at or before 3:00 PM (prevailing local time)
- Interviews: on or about week of MAY 22, 2017
- Estimated Recommendation for Award: JUNE 13, 2017, Authority Board Meeting
- Expiration of Gubernatorial Veto Period: on or about JUNE 28, 2017
- Contract Executed: on or about JUNE/JULY 2017.

### **1.3.3 SUBMISSION OF PROPOSAL**

In order to be considered for award, the proposal must be received by the Authority at the appropriate location and by the required time indicated on the cover sheet.

**ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED WILL BE AUTOMATICALLY REJECTED.**

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFQ/P**

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

ALL RFQ/P ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <http://www.njeda.com/rfq>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFQ/P issuance through the proposal submission opening.

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

### **1.4.2 PROPOSER RESPONSIBILITY**

The Proposer assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFQ/P. No special consideration will be

given after proposals are opened because of a Proposer's failure to be knowledgeable as to all of the requirements of this RFQ/P.

#### **1.4.3 COST LIABILITY**

The Authority assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a proposal in response to this RFQ/P.

#### **1.4.4 OPEN PUBLIC RECORDS ACT - CONTENTS OF PROPOSAL**

Respondents should be aware that responses to this RFQ/P will be available, upon request, for public inspection. The Authority, as an instrumentality of the State of New Jersey, is subject to the "New Jersey Open Public Records Act" (N.J.S.A. 47:1A-1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the New Jersey Right-to-Know law.

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

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

#### **1.4.5 PROPOSAL SUBMISSION**

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

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

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

#### 1.4.7 PROPOSAL ERRORS

A Proposer(s) may withdraw its proposal as described below.

A Proposer(s) may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the IPM Procurement Department. If the request is granted, the Proposer(s) may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified.

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

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

New Jersey Economic Development Authority  
ATTN: Internal Process Management - Procurement  
**REF #2017-RFQ/P-077 – THE CREATION & MAINTENANCE OF  
A NEW JERSEY ASSET MANAGEMENT DATA SYSTEM**  
**Due Date: WEDNESDAY, 5/17/17 at or before 3:00 PM (EST)**  
PO Box 990  
36 West State Street  
Trenton NJ 08625-0990

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

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

#### **1.4.8 JOINT VENTURE**

The Authority will consider proposals submitted by joint ventures, in the performance of the Work. Due to the magnitude and Scope of the Work to be performed, a sole individual may not be able to respond directly to this solicitation; however, such an individual is strongly encouraged to align himself as a joint venture partner with others to meet the requirements of this RFQ/P.

If a joint venture is submitting the bid proposal, the agreement between the parties relating to such joint venture should be submitted with the proposal. Authorized signatories, from each party comprising the joint venture, must each individually complete and sign a Signatory Page.

**IMPORTANT: All proposal submissions (i.e. compliance documents, evidence of experience, qualifications, resumes, etc.) shall be submitted for the Proposing Firm, and should also be submitted for any joint venture partner(s). Failure to do so may render the proposal materially non-responsive and subject to rejection.**

#### **1.4.9 SUBCONSULTANT FIRMS / SUBCONTRACTORS**

For purposes of this RFQ/P, the Authority will **NOT** consider proposals submitted which may employ the use of subconsultant(s) and / or subcontractor firms to satisfy the requirements and deliverables required of the resulting contract.

Proposer's shall note that any reference to "subcontractors", in any documents included as part of the RFQ/P specifications, exhibits or attachments shall be read as though the words are stricken and removed. Due to the nature of the Work to be performed the Authority shall not consider proposals which utilize subcontractors.

#### **1.4.10 CONFLICT OF INTEREST**

Proposer must indicate and detail any Conflict of Interest that exists with either their personnel or any sub-contracting personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority's account, regarding these requisite services.

If such a Conflict of Interest exists with any vendor personnel or any sub-contracting personnel being utilized for these services, the firm must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

#### **1.4.11 PROPOSAL ACCEPTANCES AND REJECTIONS**

The Authority's staff reserves the right to reject any and all proposals, if deemed to be in the best interest of the Authority, to request redefined proposals from any entity responding to this RFQ/P, to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the

Authority; or to request clarifications of any portion of the proposal received. Further, the Authority's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's proposal, regarding the requirements outlined in this RFQ/P. The Authority retains the discretion to modify, expand or delete any portion of this RFQ/P or terminate this RFQ/P process at any time.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

**Addendum** – Written clarification or revision to this RFQ/P issued by the Authority.

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

**Amendment** – An alteration or modification of the terms of a contract between the Authority and the Contractor(s). An amendment is not effective until approved in writing by the Authority.

**Authority** – The New Jersey Economic Development Authority.

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

**Board of Director's (Board)** – Responsible for the management of all New Jersey Economic Development Authority operations.

**Contract** The Contract for Professional Services – Exhibit A, this RFQ/P, any addendum to this RFQ/P, and the Bidder's proposal submitted in response to this RFQ/P, as accepted by the Authority.

**Contractor** – The Bidder awarded a contract resulting from this RFQ/P.

**Director** – Director of Internal Process Management, New Jersey Economic Development Authority.

**Evaluation Committee** – A committee established or Authority staff member assigned by the Director of the requesting department to review and evaluate proposals submitted in response to this RFQ/P and to recommend a contract award to the Director of IPM.

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

**Internal Process Management Procurement (IPM Procurement)** – Department of the New Jersey Economic Development Authority.

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

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

**Proposer** - An individual or business entity submitting a proposal in response to this RFQ/P.

**Project** – The undertaking or services that are the subject of this RFQ/P.

**Request for Qualification/Proposal (RFQ/P)** – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the Authority as identified herein.

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

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

**State** – State of New Jersey

**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 of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

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

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

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

**Transaction** - The payment or remuneration to the Contractor for services rendered or products provided to the Authority pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

**Vendor** - An individual or business entity submitting a proposal in response to this RFQ/P.

## **2.2 CONTRACT-SPECIFIC DEFINITIONS**

**Automated Data Consumption & Updates** – Ability for created Asset Management Database to automatically adjust, update & integrate from all individual sources.

**Database** – the New Jersey Asset Management Web Based Data System which consolidates all research information, integrating all named existing research universities and existing databases into one platform.

**Monthly Subscription Service** – Access to User Profiles

**New Jersey Research Universities** – Rutgers, Rowan, NJ Institute of Technology, Princeton University, and Stevens Institute of Technology.

**Software as a Service-SaaS** – Customizable, off the shelf cloud based software.

## **3.0 SCOPE OF WORK**

The New Jersey Economic Development Authority (“Authority”) is seeking proposals from qualified firms for a customizable, off-the-shelf software product to support the creation and maintenance of a New Jersey Asset Management Web Based Data System, implemented as a cloud solution (Software as a Service – SaaS).

The database to be created would collect, host and enable users to search through topics of research, expertise and other assets at the participating research universities, as well as economic development partners. Proposer’s may have access and/or the ability to link to existing university systems, where feasible and relevant. The intent of the database is to enhance access to current information and partnership opportunities across a broad array of constituencies, including university faculty, researchers and other experts; small, mid-sized and large businesses; and members of the public.

### **3.1 SYSTEM/SOFTWARE PRODUCT CAPABILITIES**

- a) Minimum requirements for the Off-The-Shelf/Customizable product(s) the Proposer will utilize to support the development and maintenance of the New Jersey Asset Management Web Based Data System.
  - 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).
  - Allow for automated data updates of faculty profiles.
  - Allow for the capacity to edit and manage faculty profiles visible to users.
  - 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).
  - Provide access to peer reviewed literature.
  - Provide for a graphic display of faculty members’ collaboration network, including existing academic, industry and government partnerships.
  - Information identifying the availability of the University’s physical assets, such as: facilities, equipment and lab space, to serve users.

- Provide access to competitive grant applications – opportunities and submissions.
  - Provide access to Intellectual Property (IP) information.
  - Provide access to industry-specific job and student internship postings and resources, and professional development opportunities.
  - Provide access to available and relevant financing assistance from the State, federal government, and universities.
  - Address security concerns as it relates to integration of user data with the new customized database.
- b) Minimum service(s) requirement of the Proposer for the New Jersey Asset Management Web Based Data System.
- Support the design and implementation of the data system.
  - Fully describe where all source data would originate to populate the database.
  - Interact with university stateholders, in order to develop this system.
  - Offer training upon initial launch, detail what the training includes and the timeline.
  - Offer data system performance monitoring, including metrics evaluation of usage and search data and other qualitative and quantitative components.
  - Ability to update & maintain data from all individual sources.
  - Offer ongoing maintenance to ensure data integrity.
  - Establish and maintain sound backup and recovery policies and procedures.
  - Implement and maintain database security.
  - Setup and maintain documentation and standards.
  - Provide support and project management.
  - Provide ongoing technical troubleshooting and related assistance, including a web based on-line help system for users.

### **3.2 PROJECT MANAGEMENT & TIMELINE/DELIVERABLES**

The Creation and Maintenance of a New Jersey Asset Management Data System will commence immediately upon the execution of the Contract for Professional Services, or as directed by the Authority's Designated Contract Manager, based on its business needs.

The Authority is requesting pricing for four (4) timelines (four (4); six (6); nine (9) and twelve (12) months), per the Fee Schedule. This will allow the Authority flexibility on which timeline/pricing best meets the Authority's needs, from the date of contract execution.

The four (4) project milestone timelines are listed below, for Phases I - III. Proposals must separately address each phase, detailing and providing the minimum deliverables documentation for that phase and indicate the completion dates for each of the four (4) different pricing scenerios, which match the requested pricing on the Fee Schedule.

### **Phase I: Initial Development**

***Four (4) month timeline: Completion by (Proposer's DATE);***

***Six (6) month timeline: Completion by (Proposer's DATE);***

***Nine (9) month timeline: Completion by (Proposer's DATE);***

***Twelve (12) month timeline: Completion by (Proposer's DATE);***

***with the following deliverables:***

- A. Documents outlining and detailing a process and workflow, and content inventory, analysis, including a review of existing University databases.
- B. A final development plan/product roadmap, including configuration.
- C. Documents outlining and detailing established information and security policies.

### **Phase II: Implementation including beta analysis/testing**

***Four (4) month timeline: Completion by (Proposer's DATE);***

***Six (6) month timeline: Completion by (Proposer's DATE);***

***Nine (9) month timeline: Completion by (Proposer's DATE);***

***Twelve (12) month timeline: Completion by (Proposer's DATE);***

***with the following deliverables:***

- A. Functional, informational and interactive solution design, including creation of faculty profiles and web portal interface.
- B. Documents outlining and detailing fully mapped database backup and retrieval, including a security audit.
- C. Internal testing, including a content audit. At least three (3) User Acceptance Tests must be conducted, with detailed test results documents submitted to EDA.

### **Phase III: Launch**

***Four (4) month timeline: Completion by (Proposer's DATE);***

***Six (6) month timeline: Completion by (Proposer's DATE);***

***Nine (9) month timeline: Completion by (Proposer's DATE);***

***Twelve (12) month timeline: Completion by (Proposer's DATE);***

***with the following deliverables:***

- A. Finalize roll-out plan, including launch date.
- B. Complete final application testing and profile review.
- C. On-site, group and webinar training, for key user groups.
- D. Public launch of database.

### **Phase IV: Performance Monitoring/Support/Security on-going on a monthly basis for the duration of the contract**

***which includes:***

- A. Performance monitoring, including Qualitative & Quantitative Analysis.
- B. Provision of customer and technical support.
- C. Maintain database security & data integrity.

### **Annual Subscription Service** – Access/Detail of University User Profiles

NOTE: Software upgrades and other related services will be handled on a case by case basis, if required during the contract timeframe, in accordance with Hourly Rates submitted on the Fee Schedule, subject to acceptance and approval by the Authority's Designated Manager.

### **3.3 BUDGET/USERS/ESTIMATED SUBSCRIBERS**

The Appropriations Act of Fiscal Year 2017, P.L. 2016, c. 10 appropriated an amount not to exceed \$1,500,000 for the development, implementation and use of the research. There is no guarantee the Authority will spend the appropriated dollar amount. Extensions will be subject to funding approval.

The database will be launched as a pilot initiative and will be limited to the following research universities: Rutgers, Rowan, the New Jersey Institute of Technology, Princeton and Stevens Institute of Technology; and, the following fields of research: Science, Technology, Engineering and Mathematics. *Areas of specific interest include Engineering (Computer Science, Materials, Electrical Engineering, IT policy); Life Sciences (Chemistry, Molecular Biology, Bioengineering, Biomedical), Geosciences.*

The Authority estimates the database will include approximately 5,000 subscribers/faculty profiles from these research universities. As a public good, the database will offer access to members of the public through the web based portal.

Proposers shall note that the Authority does not guarantee these spending levels and reserves the right to increase and / or decrease the budget allotment, at any time, throughout the term of the contract and any extensions thereto, with all pricing, terms, conditions and specifications of the original contract and accepted proposal remaining in effect.

### **3.4 COMMUNICATIONS AND REPORTING**

The selected firm will be required to provide a bi-weekly report, in writing, to the Authority summarizing actions and progress towards deliverables for the duration of the contract. The bi-weekly report should also include a summary of the funds expended during the reporting timeframe and a year-to-date total.

At a minimum, the report should include:

- Phase with dates and summary, per the Proposer's response schedule.
- Progress toward deliverables.
- Summary of funds expended to date and year-to-date total.

In addition, on a weekly basis, the Authority, in conjunction with the firm's designated Lead Account Manager or "Back-Up" Leader Account Manager, will have a call estimated to be one (1) hour in duration to address timelines, bottlenecks and requirements, as they are identified.

No additional compensation will be provided for participating in this weekly call or for preparing and submitting the requisite reports. Responding firms must consider the costs associated with these activities when completing the Fee Schedule.

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

### **3.5 INITIAL ORGANIZATIONAL MEETING**

The Contractor shall attend an Initial Organizational Meeting with the Authority's designated staff, as well as other State/Quasi-State employees, as may be deemed appropriate, to launch the Asset Management Data System. The Initial Organizational Meeting will be held within five (5) business days of executing the Contract for Professional Services. The purpose of the meeting is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the Authority's designated staff members and other other designated State/Quasi-State employees, as may be deemed appropriate, to gain a clearer understanding of the performance expectations and to review the Authority's requisite timelines. The Authority's Contract Manager will guide the meeting and address any issues.

This meeting will be held at the Authority's offices located at 36 West State Street, Trenton. The Authority, in its sole discretion, may permit certain, limited staff members of the Contractor to participate via teleconference, should travel to the Authority's offices be prohibitive.

The Authority will make every effort to schedule the meeting at a mutually convenient time; however, the Authority will make the sole determination regarding the date and time to ensure maximum participation by the Authority's staff.

### **3.6 AVAILABILITY OF SERVICES**

It is possible that a limited number of the Contractor's staff may be required to provide a nominal portion of the requisite services (i.e. meeting with senior executive staff, senior managers, etc.) outside of normal business hours in order to accomplish the requisite schedule and dates for completion of the Work. For purposes of this RFQ/P, "normal business hours" are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM, exclusive of Authority holidays. Interested Firms should consider the need for such limited work to be performed outside of normal business hours and include such costs when preparing its "Fee Schedule". It is the Authority's intent to minimize these instances, whenever possible. However, in the event the Firm fails to accommodate the Authority's need for After-Hours Work on two (2) or more instances; the Consultant Firm will be considered to be non-responsive to the needs of the Authority. As such, the Authority may cancel the contract for cause.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

Proposals that conflict with those terms and conditions contained in this RFQ/P or the Authority's Contract For Professional Services, Exhibit A, as may be amended by addenda, or that diminish the Authority's rights under any contract resulting from the RFQ/P will be considered null and void. The Authority is not responsible for identifying conflicting terms and conditions before issuing a contract award. In the event that prior to the notice of intent to award, the Authority notifies the Proposer of any such term or condition and the conflict it poses, the Authority may require the Proposer to either withdraw it or withdraw its proposal.

After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFQ/P, the term or condition of the Authority's Contract For Professional Services, Exhibit A and/or the Authority's RFQ/P will prevail; and
- b) if the result of the application of a supplemental term or condition included in the proposal would diminish the Authority's rights, the supplemental term or condition will be considered null and void.

The Proposer is advised to thoroughly read and follow all instructions contained in this RFQ/P, including the instructions on the RFQ/P's Signatory Page, in preparing and submitting its proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFQ/P. If a preprinted or other document included as part of the proposal contains a URL, a printed copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

**The forms discussed herein and required for submission of a proposal in response to this RFQ/P are available on the web at <http://www.njeda.com/rfq>, **RFQ/P Proposer Checklist - 2017-RFQ/P-077 Creation & Maintenance of an Asset Management Data System**, unless noted otherwise.**

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

In order to be considered, a proposal must arrive at the Authority in accordance with the instructions on the RFQ/P and Signatory Page accompanying this RFQ/P. Proposer's are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **Authority regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 PROPOSAL SUBMISSION**

The Proposer must submit the following proposal copies in a SEALED envelope or carton. Unsealed, faxed or e-mailed proposals shall not be accepted.

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

**One (1) unbound, complete, signed and exact copy** of the original, clearly marked "COPY".

**Nine (9) complete, signed and exact ELECTRONIC copies** of the original proposal in PDF file format on (THUMBDRIVE, CD or DVD, clearly labeled to indicate the Proposing entity's name and the RFQ/P information) to be viewable and "**read only**" by Authority evaluators using Adobe Acrobat Reader software.

Copies are necessary in the evaluation of the proposal and for record retention purposes. A bidder failing to provide the requested number of copies will be charged the cost incurred by the Authority in producing the requested number of copies. The Proposer should make and retain a copy of its proposal.

Unsealed, faxed or e-mailed proposals shall not be accepted.

**IMPORTANT NOTE:** Each CD / DVD or THUMBDRIVE must include electronic (i.e. scanned) versions of any and all submittals / samples / documents supplied with the original proposal submission. Failure to do so may prevent the Evaluation Committee from accurately evaluating the proposal and the committee shall be under no obligation to re-evaluate and re-score the proposal.

**ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE AUTOMATICALLY REJECTED. THE LOCATION IS AS FOLLOWS:**

Proposals should be clearly marked with the proposals name and number to:

**Mailing/ Delivery Address:**

New Jersey Economic Development Authority  
ATTN: Internal Process Management Department  
**REF #2017-RFQ/P-077 – THE CREATION & MAINTENANCE OF  
A NEW JERSEY ASSET MANAGEMENT DATA SYSTEM**  
**Due Date: WEDNESDAY, 5/17/17 at or before 3:00 PM (EST)**  
PO Box 990  
36 West State Street  
Trenton NJ 08625-0990

Telephone: 609-858-6700 – Main Reception Desk

Directions to the Authority are available on the web at:  
<http://www.njeda.com/contact>.

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

#### **4.4 PROPOSAL CONTENT SUBMISSION ORDER**

The proposal should be submitted in Three (3) Sections. The content of each Section should be ordered and labeled, as indicated below for consistency.

**Section 1** - Required Forms (Sections 4.4.1 and 4.4.2 & 4.4.5)

**Section 2** - Technical Proposal (Section 4.4.3 & 4.4.6) – *NOTE: This section of the Proposer submission is limited to 25 pages or fewer, with no smaller than a 12 point font.*

**Section 3** - Organizational Personnel & Experience (Section 4.4.4)

**Section 3A** – Any other miscellaneous documents to be included by the Proposer.

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

##### **4.4.1.1 SIGNATORY PAGE (MANDATORY FORM-SIGNED)**

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

**Note: A Proposer's written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms.**

##### **4.4.1.1.1 NON-COLLUSION**

By submitting a proposal, the Proposer certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the proposal submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any

firm or person to submit a complementary or other noncompetitive proposal.

- e. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM-SIGNED)**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or sole proprietorship, the Proposer must complete and sign an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A Proposer's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said Proposer. 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 Proposal.

#### **4.4.1.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM (MANDATORY FORM-SIGNED)**

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Proposer, nor one 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 Proposer, nor one 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 Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities as directed on the form. A Proposer's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said Proposer.

#### **4.4.1.4 FEE SCHEDULE / PRICING (MANDATORY FORM-SIGNED)**

The Proposer must submit its pricing on the Authority supplied Fee Schedule, as directed in RFQ/P Section 4.4.5.

#### **4.4.1.5 BID /PERFORMANCE SECURITY**

NOT APPLICABLE

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

### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Proposer and its named subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue and Enterprise Services, prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Proposer should submit a copy of its valid BRC and those of any named subcontractors with its proposal.

Any Proposer, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Proposers are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a bidder’s early attention to this requirement is highly recommended. The Proposer 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 Proposer otherwise identified by the Authority as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority 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 Proposer receiving a contract award as a result of this procurement and any subcontractors named by that Proposer will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed contract, inclusive of any contract extensions.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (N.J.S.A. 5:12-92), or that provides false information of business registration under the requirements of either those sections, shall be liable for a penalty of \$25 for each day off violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

### **4.4.2.2 SOURCE DISCLOSURE CERTIFICATION**

Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services awarded by the Authority shall be performed within the United States, except when the Authority certifies in writing a finding that a required service cannot be provided by a

Proposer or Subcontractor within the United States and the certification is approved by the Authority.

Pursuant to the statutory requirements, the intended awardee of a Contract primarily for services with the Authority must disclose the location by country where services under the Contract, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject RFQ/P. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE AUTHORITY SHALL PRECLUDE AWARD OF A CONTRACT TO THE PROPOSER.

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

Prior to an award of contract, the Proposer is required to submit a completed source disclosure form. The Proposer inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised.

#### **4.4.2.2.1 BREACH OF CONTRACT**

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the Contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause, unless such shift in performance was previously approved by the Authority.

#### **4.4.2.3 AFFIRMATIVE ACTION**

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

#### **4.4.2.4 SET ASIDE**

In accordance with the requirements of N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority is required to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services – Business Services Bureau for the services subject to this RFQ/P. Information regarding SBE registration and MBE, WBE and VOB certification can be obtained by

contacting the Office of Business Services at (609) 292-2146 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

<https://www.njportal.com/DOR/SBERegistry/>

There are three (3) forms listed in the RFQ/P Proposer Checklist to be completed and submitted, prior to contract award. They are Set Aside Information Form-Goods & Services; Set-Aside Compliance Certificate-Goods & Services Contracts, Small Business Enterprise (SBE); and a sample copy of the Monthly Status Report – Goods & Services.

**4.4.2.5 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) AND EXECUTIVE ORDER NO. 117 (2008)**

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Internal Process Management Procurement department, the Certification and Disclosure(s) within five (5) business days of the Authority's request. Failure to submit the required forms will preclude award of a contract under this RFQ/P, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

**4.4.2.6 INSURANCE CERTIFICATES**

The Contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this contract, naming the Authority as an

Additional Insured. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFQ/P.

#### **4.4.3 TECHNICAL PROPOSAL**

In this section, the Proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Proposer must set forth its understanding of the requirements of this RFQ/P and its ability to successfully complete the contract. This section of the proposal should, at a minimum, contain the information identified below.

Mere reiterations of RFQ/P phases, dates, tasks and subtasks are strongly discouraged, as they do not provide insight into the Proposer's ability to complete the contract. The Proposer's response to this section should be designed to demonstrate to the Authority that the Proposer's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Proposer's proposal will lead to successful contract completion.

##### **4.4.3.1 MANAGEMENT OVERVIEW**

The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFQ/P in a narrative format. The narrative should fully demonstrate to the Authority that the Proposer understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract.

##### **4.4.3.2 CONTRACT MANAGEMENT**

The Proposer must describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the Proposer's approach to communicate with the Authority's Designated Contact(s) including, but not limited to, status meetings, status reports, etc.

##### **4.4.3.3 CONTRACT SCHEDULE & MOBILIZATION / IMPLEMENTATION PLAN**

It is essential that the Authority move forward quickly to have the contract in place, per Section 3.0, Scope of Work.

The Proposer's detailed timeline and implementation plan schedule shall be submitted for each phase/listing of deliverables: Phase I: Initial Development; Phase II: Implementation; Phase III: Launch; Phase IV: Performance Monitoring/Support/Security; Annual Subscription Service; and if applicable Software/Product upgrades, etc, for the four (4) different timeline scenerios.

At a minimum, include the following:

- a. Detailed information regarding the implementation plan schedule, demonstrating how the Proposer will meet each phase timeframe and services.

- b. The Proposer's plan for the deployment and use of management, supervisory or other key personnel during each phase of the timeline and implementation plan.

#### **4.4.3.4 SYSTEM/SOFTWARE PRODUCT CAPABILITIES**

Proposer must provide a narrative, detailing the Off-The-Shelf/Customizable product(s) it will utilize to support the development and maintenance of the NJ Asset Management Web Based Data System, addressing the minimum product(s) features, per Section 3.0 – Scope of Services.

#### **4.4.3.5 SERVICE(S) CAPABILITIES**

Proposer must provide a narrative, fully describing of all the service(s) it will offer to support the development, implementation and maintenance of the New Jersey Asset Management Web Based Data System, regarding the Proposer's general approach and plans to undertake and complete the contract, per the phases, dates, and tasks for the various timelines involved.

#### **4.4.3.6 POTENTIAL PROBLEMS**

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

### **4.4.4 ORGANIZATIONAL PERSONNEL AND EXPERIENCE**

The Proposer must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Proposer's qualifications, and capabilities to perform the services required by this RFQ/P. In addition, Proposer must identify and provide the name, title and resume of a staff employee who will serve as the "Back-Up" Lead Account Manager, in the absence of the dedicated Lead Account Manager. Both the Lead Account Manager and "Back-Up" Lead Account Manager, must have experience in the development and maintenance of a statewide or multi-user/profile asset management web based data system, and detailed in the resume.

#### **4.4.4.1 LOCATION**

The address of the Proposer's office where responsibility for managing the contract will take place, including the telephone number, name and e-mail address of the individual to contact.

#### **4.4.4.2 ORGANIZATION CHARTS**

- a. **Contract-Specific Chart.** The Proposer must include a contract organization chart, with names showing management, supervisory and other key personnel to be assigned to the contract. The chart should include the labor category and title of each such individual.

b. **Chart for Entire Firm.** The Proposer must include an organization chart showing the Proposer's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Proposer's overall organizational structure.

**NOTE: No subcontractors are to be provided for this contract.**

#### **4.4.4.3 RESUMES/BIOS**

Detailed resumes or bios shall be submitted for all management, supervisory, key personnel and back-up personnel identified in the Bidder's "Staffing Chart", who will or who is expected will, perform the work to be performed. Resumes/bios should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope, relative to the Scope of Work in this RFQ/P.

Resumes/bios should include the following:

- The individual's demonstrated, previous experience in completing each similar contract;
- Employment history;
- Education, degrees, professional certifications and/or licenses;
- Beginning and ending dates for each similar project;
- A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ/P;
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

**NOTE: No subcontractors are to be provided for this contract.**

#### **4.4.4.4 BACKUP STAFF**

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

#### **4.4.4.5 UNINTERRUPTED SERVICES DURING VACATION / ILLNESS / EMERGENCIES**

As part of its proposal submission, the Proposer will provide a detail of its plan to provide qualified replacement staff to provide the requisite services during the term of the contract and any extensions thereto, to ensure uninterrupted performance of the requisite services and accurate and efficient performance of the Work against the resulting contract, in the event of vacation, illness or

personal emergency of the Vendor's staff assigned to perform the Work against the resulting contract. Proposals submitted without this information will be evaluated as though no qualified back-up / replacement staff is available.

The Contractor shall provide qualified replacement staff during sick, emergency and vacation time at no additional cost to the Authority. Proposers should note that any replacement staff used during illness, vacation or personal emergencies are subject to the same review and approval by the Authority's designated Contract Manager or his / her designee. No project deadlines, due dates or meetings are to be cancelled or rescheduled due to Vendor's staff vacations.

#### **4.4.4.6 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE, INCLUDING REFERENCES.**

The Proposer must:

- Provide a narrative, demonstrating a minimum of five (5) years experience with three (3) clients, for the period of 2012-2016 in the development, implementation and maintenance of a multi-user/profile asset management web based data system utilizing customizable, off the shelf software product(s).

Each client narrative sample submitted (minimum of three (3) required) must continue to operate or were operational over the five (5) year period and must include the following detailed information:

- a) Client entity name, contact name, title, telephone number and e-mail address of a contact person who can provide a reference, regarding the Proposer's performance (i.e. quality, ability to achieve deadlines, ability to quickly respond to changes, service levels, etc.) on the client specific projects. Due to the significance of successfully providing these services to an organization, the references provided (i.e. contact person information) should be senior executive decision makers (i.e. CEO, President, SVP, COO, CIO, etc.) who can address the Proposer's abilities, manner of interacting with him/her, as well as other members of the organization, success in providing these services and overall effectiveness/impact on the company;
- b) Term of Engagement;
- c) Overall description of the type of multi-user/profile asset management web based data system implemented; and
- d) Broad overview of the process, including development, implementation and maintenance, where feasible;
- e) Client samples should include a link to the data system, if feasible; hard copies of the data system home page, including the overall search results page and search result detail.

#### **4.4.4.7 FINANCIAL CAPABILITY OF THE PROPOSER**

In order to provide the Authority with the ability to judge the Proposer's financial capacity and capabilities to undertake and successfully complete the contract, the Proposer(s) should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Proposer's most recent fiscal year. If

certified financial statements are not available, the Proposer should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Proposer as of, and for, the periods presented in the statements. In addition, the Proposer should submit a bank reference.

If the information is not supplied with the proposal, the Authority may still require the Proposer to submit it. If the Proposer fails to comply with the request within three (3) business days, the Authority may deem the proposal non-responsive.

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

The Authority reserves the right to make the determination to accept the assertion and shall so advise the Proposer.

#### **4.4.5 FEE SCHEDULE**

The Proposer must submit its pricing using the format set forth in the Authority supplied Fee Schedule, accompanying this RFQ/P. Failure to submit all pricing required will result in the proposal being considered non-responsive. Each Proposer is required to hold its prices firm through issuance and duration of the contract.

Proposer must provide a fixed cost for each Phase of the project for the four (4) different timelines outlined: initial development, implementation, launch, and on-going performance monitoring/support/security, and the annual subscription cost per user profile, on the Fee Schedule. The Authority reserves the right to select the timeline/pricing for Phases I-III, which best meets its needs and budget.

As needed, the Proposer may also be retained by the Authority to provide additional services relating to the Work required under this contract. Therefore, the Proposer will also be required to indicate hourly rates for related services, outside the scope of work (such as software upgrades, etc.), as outlined in section 3.0.

In the event additional work, outside of the Scope of Work is required and directly related to the services required herein, the Proposer must present a written proposal to perform the additional work to the Authority's Designated Contract Manager or his / her designee. The proposal must provide justification for the necessity of the additional work, and indicate the number/type of person(s)/hour(s), per person, needed to perform the work. The Proposer shall not begin performing any additional services without first obtaining prior written approval, from the Authority's Designated Contract Manager or his / her designee. The Contractor will be compensated for such additional services, based on the hourly rates submitted in its Fee Schedule in response to this solicitation.

#### **4.4.5.1 DELIVERY COSTS**

Unless otherwise noted elsewhere in the RFQ/P, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority.

F.O.B. Destination does not cover "spotting" but does include delivery inside the Authority unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered.

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

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

#### **4.4.5.3 PRICE ADJUSTMENT**

Pricing shall remain firm throughout the two (2) year term of the contract and any extensions, thereto.

#### **4.4.6 REPORTING**

Proposer must supply a sample bi-weekly report indicating the detail that would be included. At a minimum, the report should include:

- Indicate Phase with dates and summary, per the Proposer's response schedule.
- Progress toward deliverables.
- Summary of funds expended to date and year-to-date total.

Weekly call with the Designated Authority Contact and the Proposer's assigned Account Manager or "Back-Up" Leader Account Manager.

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

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

The contract awarded as a result of this RFQ/P shall consist of this RFQ/P, addenda to this RFQ/P, the Proposer's proposal, any best and final offer and the Authority's Contract for Professional Services-Exhibit A.

Unless specifically stated within this RFQ/P, any Special Contractual Terms and Conditions of the RFQ/P take precedence over the Authority's Standard Contract – Exhibit A, accompanying this RFQ/P.

In the event of a conflict between the provisions of this RFQ/P, including the Authority's Standard Contract – Exhibit A, and any addendum to this RFQ/P, the addendum shall govern.

In the event of a conflict between the provisions of this RFQ/P, including any addendum to this RFQ/P, or the Authority's Contract for Professional Services – Exhibit A and the Proposer's proposal, the RFQ/P and/or the addendum and the Authority's Contract for Professional Services – Exhibit A shall govern.

## **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **two (2) years**. The contract may be extended for up to **three (3), one (1) year extension options** in the sole discretion of the Authority at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the Authority.

## **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational.

## **5.4 CONTRACT AMENDMENT**

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

## **5.5 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in the contract. If the RFQ/P permits subcontracting, payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

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

## **5.6 SUBSTITUTION OF STAFF**

The Contractor shall forward all requests to substitute staff to the Authority for consideration and approval. The request may be as simple as naming an alternate / back-up individual for each position / individual identified in the Proposer's staffing chart which is designated to perform work against the resulting contract. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Authority's Designated Representative.

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

## **5.7 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) Days' notice by the Authority. With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to Proposer or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

## **5.8 SECURITY AND CONFIDENTIALITY**

### **5.8.1 DATA CONFIDENTIALITY**

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

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

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

The Authority reserves the right to obtain, or require the Contractor to obtain at the Contractor's expense, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the Authority from losses resulting from contractor employee theft, fraud or dishonesty). If the Authority exercises this right, the results of the background check(s) must be made available to the Authority for consideration before the employee is assigned to work on the Authority's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on Authority 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.

#### **5.8.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION**

a) The obligations of the Authority 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 contract, 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 contract. 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 Contractor's proposal as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract 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 Authority agrees to hold 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 Authority receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information.

f) In addition, in the event Contractor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information.

g) Notwithstanding the requirements of nondisclosure described in these Sections 5.8.1 and 5.8.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.8.1.1(e), or if Contractor is unsuccessful in defending its rights as described in Section 5.8.1.1(e), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.8.1.1(f), or if the Authority is unsuccessful in defending its rights as described in Section 5.8.1.1(f).

## **5.9 NEWS RELEASES**

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

## **5.10 ADVERTISING**

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

## **5.11 LICENSES AND PERMITS**

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

## **5.12 CLAIMS AND REMEDIES**

### **5.12.1 CLAIMS**

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

### **5.12.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the Authority 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 Authority Designated Representative..

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

In the event that the Contractor fails to comply with any material contract requirements, the Authority may take steps to terminate the contract in accordance with the Authority's Contract For Professional Services Authority's Standard Contract, Exhibit A, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the Authority by the defaulting contractor, or take any other action or seek any other remedies available at law or in equity.

## **5.13 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Authority Designated Representative.

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFQ/P. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the

Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Complete documentation, confirming the need for the additional work, must be submitted.

No additional work and/or special project may commence without the Authority's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Authority's written approval, it shall be at the Contractor's sole risk. The Authority shall be under no obligation to pay for work performed without the Authority's written approval.

#### **5.14 INDEMNIFICATION**

The indemnification provisions set forth in the Authority's Contract For Professional Services, Exhibit A, shall prevail.

#### **5.15 FORM OF COMPENSATION - INVOICING / PAYMENT:**

The Vendor will submit invoices to the Authority, upon completion of each phase of the process, as outlined in the Scope of Work and on the Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager.

Once the database is created and launched (Phases I-III), Phase IV – On-Going Performance Monitoring/Security/Support, invoices should be submitted monthly, or as agreed to by the Contractor and the Authority's Designated Contract Manager. The Authority will make prompt payment to the Contractor of any non-disputed invoices, with supporting documentation.

Invoices submitted for payment must include / consider all the following:

- a) A detailed description of the project services performed for the Phase being invoiced, including the submission of documentation outlined in the deliverables for Phases I, II & III;
- b) Phase IV – Performance Monitoring/Support/Security to be invoiced monthly.
- c) User Subscription Service – Invoiced for twelve (12) month timeframe.
- d) "Specialized Services or Additional Related Services outside the Scope of Work must have been properly authorized, approved and satisfactorily completed, by the Authority prior to the submission of an invoice, per the Hourly Rate charges specified in the Proposer's Fee Schedule.

The Authority, in its sole discretion, reserves the right to require additional information, documentation and / or justification upon receipt of an invoice for payment and prior to approving such invoice for payment.

The Authority considers the Contractor to be the sole point of contact regarding contractual matters and the Contractor will be required to assume sole responsibility for the complete "Scope of Services / Deliverables" and any additional services, as indicated in the RFQ/P.

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

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

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

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

The Authority reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the Authority to do so. The Authority shall have power to award orders or contracts to the Proposer best meeting all specifications and conditions.

### **6.3 AUTHORITY'S RIGHT TO INSPECT BIDDER'S FACILITIES**

The Authority reserves the right to inspect the Proposer establishment before making an award, for the purposes of ascertaining whether the Proposer has the necessary facilities for performing the contract.

The Authority may also consult with clients of the Proposer during the evaluation of bids. Such consultation is intended to assist the Authority in making a contract award which is most advantageous to the Authority.

### **6.4 AUTHORITY'S RIGHT TO REQUEST FURTHER INFORMATION**

The Authority reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the Proposer financial capabilities to perform the contract. Further, the Authority reserves the right to request a Proposer to explain, in detail, how the proposal price was determined.

### **6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management, and possibly other state agencies and/or industry Subject Matter Experts (SME's) to evaluate, score and rank proposals received in response to this RFQ/P, and the criteria established herein.

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

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

After the proposals are reviewed, one, some or all of the Proposer's may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Proposer may be required to give an oral presentation to the Authority concerning its proposal.

Proposer may not attend the oral presentations of their competitors.

It is within the Authority's discretion whether to require the Proposer(s) to give an oral presentation or require the Proposer(s) to submit written responses to questions regarding its proposal. Action by the Authority in this regard should not be construed to imply acceptance or rejection of a proposal. The Internal Process Management Procurement department will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.7 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFQ/P. 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**

- a. Personnel: The qualifications and experience of the Proposers management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The Proposers documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract.

### **6.7.2 PROPOSER'S FEE SCHEDULE**

For evaluation purposes, bidders will be ranked and weighted according to the total proposal price for each Phase and On-Going Monthly costs, per the Fee Schedule accompanying this RFP.

It will be at the Authority's discretion to determine which timelines for Phases I-III (four (4), six (6), nine (9) or twelve (12) month timeline), it evaluates for award. Prior to evaluation of the proposals, the Authority will select one of the timelines

for Phases I-III for the work against the resulting contract to be performed, and will evaluate Proposers fee schedules using that selected timeline.

Hourly rates must be given for any additional work that might be required during the contract timeframe, not specified in the Scope of Work. The hourly rates will not be considered in the award weighting, unless there is an overall tie score.

### **6.7.3 PROPOSAL DISCREPANCIES**

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

### **6.7.4 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose proposal, conforming to this RFQ/P, is most advantageous to the Authority, 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 Authority's Designated Representative. The Authority 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 Authority reserves the right to negotiate price reductions with the selected Proposer.

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

After evaluating proposals, the Authority may enter into negotiations with one Proposer or multiple Proposers. The primary purpose of negotiations is to maximize the Authority'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 Proposer or multiple Proposers. Negotiations will be structured by the Internal Process Management's Procurement department to safeguard information and ensure that all Proposers are treated fairly.

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

If required, after review of the BAFO(s), clarification may be sought from the Proposer. The Internal Process Management's Procurement department may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the Authority.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Internal Process Management's Procurement department will recommend, to the Authority's Department Representative, the responsible Proposer whose proposal(s), conforming to the RFPQ/, is/are most advantageous to the Authority, price and other factors considered. The Authority may accept, reject or modify the recommendation of the Internal Process Management's Procurement department. The Internal Process Management's Procurement department may initiate additional negotiation or BAFO procedures with the selected Proposer(s).

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

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

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

## **6.9 PROTEST OF RECOMMENDED AWARD**

Any Proposer may protest a vendor selection (an award) by the New Jersey Economic Development Authority. In order for a protest to be timely, it must be submitted to the Senior Vice President – Operations within ten (10) business days of receipt of the unsuccessful notification. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Authority's Senior Vice President – Operations. The designated Hearing Officer will review all timely and complete Vendor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will make a recommendation to either the Authority's Board of Directors or the Authority's Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the Authority's internal Operating Authority Approval Levels, for a final decision to award the contract. Should the protestor dispute the findings of the Hearing Officer Report, it will be afforded an "*Exceptions Period*" equal to ten (10) business days from the Authority's issuance of the report to refute the findings of the Hearing Officer.

It is the Authority's intent not to award the contract until it has completed all of the review procedures described above. If, however, in the Authority's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the Authority; the contract may be awarded. The Authority's Board

of Directors or Chief Executive Officer will review the protestor's "*Exceptions to the Hearing Officer's Report*" and shall render a decision regarding the appropriateness of the award. The action of the Authority's Board of Directors or Chief Executive Officer, to make a final decision for the award of the contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

## **7.0 CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness by written notice to to the highest ranked responsible Proposer, whose proposal, conforming to this RFQ/P, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so.

It is the policy of the New Jersey Economic Development Authority that to be considered for award, a Proposer must achieve or exceed an overall score of three ("3") indicating a rating of "Good", on a scale of 1-5 with 5 being the highest rating. The Authority shall be under no obligation to make an award to a firm which does not achieve this minimum scoring threshold.

Award of a contract for the services outlined in this RFQ/P will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of "*Contract for Professional Service*", attached to this RFQ/P as *Exhibit A*. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract, in the proposal response.

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development Authority by submitting its own separate and distinct company "*Standard Terms and Conditions*", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "*Standard Terms and Conditions*" with the proposal, as they will not be considered.

**IMPORTANT: In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its "exceptions" in the form of a question to be submitted for consideration during the "Questions and Answers Period" established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFQ/P process, unless submitted during the "Questions and Answers Period".**

The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (*Exhibit A*).

Any proposal submitted in response to this RFQ/P will be considered a firm Offer by the responding vendor to perform the Scope of Services, as outlined in the RFQ/P and specimen contract. By submitting an Offer in response to this RFQ/P, the responding vendor agrees to hold its Offer open for at least ninety (90) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the Authority.

Accordingly, any proposals submitted will indicate an acceptance by proposers of the form of Specimen Contract.

Acceptance of a proposal and award of a contract is subject to the approval of the Authority's Board.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

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

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

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

The Contract Manager will be responsible for engaging the Contractor, assuring that a Purchase Order(s) are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The Contract Manager is the person that the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Contract Manager's Department.

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