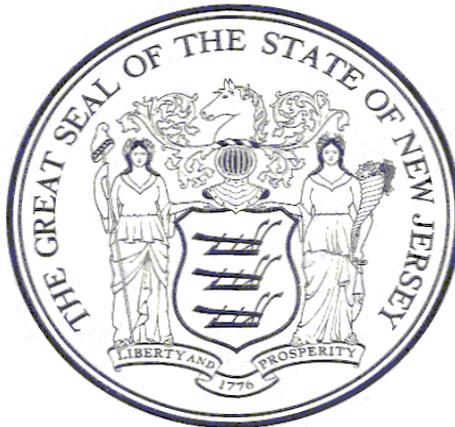

REQUESTS FOR PROPOSALS
for
ELECTRONIC BOARD BOOK SERVICES

Contract No.: GP-0237-R02

Issue Date: August 25, 2016

Mandatory Electronic Notice of Intent to Participate Due Date:
September 8, 2016 by 2:00 PM Eastern Time
{See the Introduction, within, for details}

Proposal Due Date:
September 19, 2016 by 2:00 PM Eastern Time
{See Section 1.0, within, for delivery addresses}



N.J. SCHOOLS DEVELOPMENT AUTHORITY

32 East Front Street, PO Box 991, Trenton, NJ 08625

**REQUEST FOR PROPOSALS
FOR
ELECTRONIC BOARD BOOK SERVICES**

INTRODUCTION

Through this Request for Proposals (“RFP”), the New Jersey Schools Development Authority (“NJSDA” or “Authority”) is seeking to engage an “Electronic Board Book” solution provider.

The term of the engagement shall be three (3) years, unless otherwise terminated by the NJSDA. The term may be extended for one (1) additional year at the sole discretion of the NJSDA.

There is no standard NJSDA pre-qualification requirement applicable to this engagement. Firms must demonstrate experience and qualifications as more fully described below.

This REQUEST FOR PROPOSALS PACKAGE consists of the following items:

1. Request for Proposals
2. Attachment A Scope of Services
3. Attachment B: NJSDA Standard Terms and Conditions
4. Attachment C: NJSDA Fee Proposal
5. Attachment D Moral Integrity Questionnaire
6. Attachment E: Ownership Disclosure Form
7. Attachment F: Disclosure of Investment Activities in Iran Form
8. Attachment G: Source Disclosure Certification Form
9. Attachment H: Responses to Selected Bidders’ Questions Submitted in Connection with Cancelled Procurement GP-0237-R01

The services required of the firms pursuant to this RFP are set forth in the Scope of Services attached as Attachment A to this RFP. The RFP documents must be read in their entirety as they define the responsibilities of the firm and the NJSDA. A firm wishing to submit a Proposal must review and be thoroughly familiar with all terms and conditions of these documents.

The selected firm shall be required to comply with the NJSDA Standard Terms and Conditions set forth in Attachment B to this RFP, subject to any requested modifications that are acceptable and agreed to by the NJSDA.

Notice of Intent to Participate. The NJSDA will not hold a traditional pre-proposal conference for this procurement. Any firm wishing to submit a proposal **must** sign in electronically by sending a mandatory e-mail Notice of Intent to Participate to Dave Kutch at dkutch@njsda.gov **no later than 2:00 PM Eastern Time on September 8, 2016.**

Questions from Interested Firms. Firms may submit written questions regarding this procurement to the NJSDA by sending them by e-mail to Dave Kutch at dkutch@njsda.gov **no later than 2:00 PM Eastern Time on September 8, 2016.** The questions and NJSDA answers will be provided via an addendum to the RFP to each firm that submitted a timely e-mail Notice of Intent to Participate.

1.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

A firm responding to this RFP shall thoroughly familiarize itself with the RFP to ensure responsiveness in its submission. The submission is to consist of the following:

- 1.1 Cover Letter
- 1.2 User-Friendliness
- 1.3 Training / Implementation
- 1.4 Communication With/Among Users
- 1.5 Security – System and User
- 1.6 Technical Support
- 1.7 Relevant Experience
- 1.8 Other Features

The firm's Technical Proposal must be organized and presented in the foregoing order on 8.5" X 11" pages. Organizational charts, staffing structure, and schedules may be on larger paper. Each Technical Proposal will be ranked using the Evaluation Criteria listed in this RFP, with information contained in a Technical Proposal verified as may be necessary.

Proposal Package Mailing Instructions. The firm must submit one (1) unbound original, three (3) bound copies, and one (1) full cover-to-cover copy in PDF format on electronic media (CD or comparable) of a Technical Proposal; one (1) original, completed NJSDA Fee Proposal (in a separate envelope, which is sealed and then placed in the same package with the Technical Proposal); and one (1) original, completed Moral Integrity Questionnaire (in a separate envelope, which is sealed and then placed in the same package with the Technical and Fee Proposals). Proposal Packages must be received by the NJSDA **no later than 2:00 PM Eastern Time on September 19, 2016**, as follows:

If submitting by hand or overnight delivery, at the:

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
32 East Front Street
Trenton, New Jersey 08625-0991
Attention: Dave Kutch, Procurement
Subject: Electronic Board Book Services Proposal – GP-0237-R02**

If submitting by U.S. Mail, address packages to:

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
P.O. Box 991
Trenton, New Jersey 08625-0991
Attention: Dave Kutch, Procurement
Subject: Electronic Board Book Services Proposal - GP-0237-R02**

Submissions received after the above date and time will not be considered. Faxed or e-mailed Proposals will not be accepted.

Any firm wishing to submit a Proposal must submit a timely electronic Notice of Intent to Participate, as provided in the Introduction, above.

The items that must be addressed in the Technical Proposal that must be submitted are further described below.

1.1 Cover Letter

Present a brief recital of the firm's understanding of the NJSDA's needs as detailed in the Scope of Services set forth in Attachment A to this RFP. Include in the cover letter information relevant to the firm's qualifications not set forth elsewhere in its Technical Proposal. **The firm shall not include any fee information whatsoever in the Cover Letter or elsewhere in the Technical Proposal.**

1.2 User-Friendliness

What factors make this system more "user friendly" than those of its competitors? Is the system easy to access?

1.3 Training / Implementation

What is the service provider's approach toward ensuring that all users are thoroughly trained in its use? What is the timeframe within which such training is accomplished? How will users be trained (hands on or remote) depending upon location?

1.4 Communication With/Among Users

How does this system provide for communication (pre-meeting and otherwise) among users who wish to share questions or comments regarding the materials? How are users notified when previously posted materials are revised or replaced?

1.5 Security – System and User

What is this provider's approach towards protecting the confidentiality of the meeting materials?

1.6 Technical Support

What is this service provider's approach to technical assistance and support? What will be required of NJSDA's MIS team to implement and support the system?

1.7 Relevant Experience

What is the experience of the firm in providing services to other agencies similar in size and nature to the NJSDA?

1.8 Other Features

From time of execution of a contract between NJSDA and provider, how long will it take before users are trained and system is fully functional?

What additional materials, in addition to meeting materials, is system equipped to archive/make available? How extensive is the system's storage capability (i.e., how far back will the system allow for archiving purposes)?

2.0 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL, MORAL INTEGRITY QUESTIONNAIRE, OWNERSHIP DISCLOSURE FORM, DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM, AND SOURCE DISCLOSURE CERTIFICATION FORM

2.1 Fee Proposal

The firm must complete and return a NJSDA Fee Proposal in the form set forth in Attachment C to this RFP based on a lump sum annual fee for the requested services. The firm should include pricing for the term, including the initial three (3) year term and potential one (1) year extension.

Failure to submit such Fee Proposal will result in the disqualification of the bid and rejection of the firm's Technical Proposal.

2.2 Moral Integrity Questionnaire

At the same time as a Technical Proposal is submitted, the firm must submit to NJSDA one (1) completed Moral Integrity Questionnaire for submission to the New Jersey State Police, in the form attached as Attachment D to this RFP. NJSDA will hold all submitted Questionnaires, unopened, until after all firms have been ranked, unless special circumstances warrant otherwise. Thereafter, NJSDA staff will forward the Questionnaire of the selected firm to the New Jersey State Police for review.

Moral Integrity approval is a prerequisite to engagement of the firm.

2.3 Ownership Disclosure Form

At the same time as a Technical Proposal is submitted, the firm must submit an Ownership Disclosure Form, pursuant to N.J.S.A. 52:25-24.2, using the form created by the Department of Treasury, Division of Purchase and Property, which form is available as an interactive form on the Treasury website at:

<http://www.state.nj.us/treasury/purchase/forms/OwnershipFinal12-14.pdf>

If the firm is a corporation, the Ownership Disclosure Form requires the firm to set forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of any class of its stock. If the firm is a type of partnership, the Ownership Disclosure Form requires the names and addresses of all individual partners in the partnership who own a 10% or greater interest therein. If one or more such stockholder or partner in the firm is itself a corporation or partnership, then the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria threshold established by N.J.S.A. 52:25-24.2, have been listed. The completed Ownership Disclosure Form must be submitted and included with the completed Technical Proposal.

Failure to submit such Ownership Disclosure Form will result in the disqualification of the bid and rejection of the firm's Technical and Fee Proposals.

2.4 Disclosure of Investment Activities in Iran Form

At the same time as a Technical Proposal is submitted, the firm must submit a Disclosure of Investment Activities in Iran Form, attached as Attachment F to this RFP, pursuant to Public Law 2012. C. 23 (codified at N.J.S.A. 52:32-55 et. seq.) (the “Act”). Pursuant to the Act, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the New Jersey Schools Development Authority (“NJSDA”) must complete a Certification which states that the person or entity, or one of the persons or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury (“Treasury”) as a person or entity engaging in investment activities in Iran.

Failure to submit such Certification will result in the disqualification of the bid and rejection of the firm’s Technical and Fee Proposals.

2.5 Outsourced Services Special Provisions

Under P.L. 2005, c. 92 (formerly Executive Order No. 129 (2004)), the NJSDA shall not award a contract to a bidder that submits a bid proposal to perform services, or to subcontract with a firm to perform services, outside the United States, unless one of the following conditions is met:

- (a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder and/or its subcontractor; or
- (b) A significant and substantial economic cost factor exists such that a failure to use the bidder’s and/or subcontractor’s services would result in economic hardship to the NJSDA; or
- (c) The Treasurer determines that a failure to use the bidder’s and/or subcontractor’s services would be inconsistent with the public interest.

Source Disclosure Requirements

All bidders seeking a contract with the NJSDA shall be required to disclose:

- (a) The location by country where services under the contract will be performed; and
- (b) The location by country where any subcontracted services will be performed.

Accordingly, at the same time as a Technical Proposal is submitted, the firm must submit a Source Disclosure Certification Form, attached as Attachment G to this RFP, filled out with the sourcing information required for itself and any proposed subcontractor.

Failure to submit sourcing information shall preclude award of a contract to the proposing firm.

Shift to Outsourced Services During Contract Term Shall Be a Breach of Contract

If, during the term of the contract, the Consultant or subcontracted firm, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the Consultant shall be deemed in

breach of the Agreement, which shall be subject to termination for cause under the terms of the Agreement, unless the NJSDA shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the NJSDA or the State.

3.0 SELECTION PROCEDURES

Each Proposal will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation. Responsive Technical Proposals will be evaluated by a Selection Committee (“Committee”) established for the purpose of evaluating responsive Technical Proposals. The Selection Committee shall consist of no fewer than three (3) NJSDA Staff members. The evaluation will be based upon the information provided by a firm in response to this RFP, and any necessary verification thereof.

The members of the Selection Committee will evaluate each responsive Technical Proposal, and may confer with each other regarding the content of the submissions before scoring, but each Selection Committee member will independently score each responsive Technical Proposal in accordance with the following Evaluation Criteria:

- User-Friendliness
- Training / Implementation
- Communication With/Among Users
- Security - System and User
- Technical Support
- Relevant Experience
- Other Features

Each Selection Committee member will evaluate each Technical Proposal, assigning a raw score for each criterion on a scale of 0 to 10 as follows:

- Outstanding (9-10): depth and quality of response offers significant advantages.
- Superior (7-8): exceeds RFP requirements with no deficiencies.
- Sufficient (5-6): meets RFP requirements with no significant deficiencies.
- Minimal (3-4): meets RFP requirements but contains some significant deficiencies.
- Marginal (1-2): comprehends intent of RFP but contains many significant deficiencies.
- Unsatisfactory (0): requirements not addressed and lack of detail precludes adequate evaluation.

Weighting factors will then be applied to each of the Selection Committee member’s raw scores for each criterion to arrive at a total weighted score as follows:

Evaluation Criteria	Weighting Factor (Applied to Raw Score)	Maximum Weighted Points
User-Friendliness	2.0	20
Training / Implementation	2.0	20
Communication With/Among Users	1.0	10
Security - System and User	1.0	10
Technical Support	2.0	20
Relevant Experience	1.0	10
Other Features	1.0	10
TOTAL POSSIBLE POINTS		100

Respondents will receive a Technical Proposal Score based on the above-described evaluation criteria. The scores of the Selection Committee members will be aggregated to obtain a Technical Proposal Score for each firm.

The Technical Proposal Score will be the Final Technical Score, except that, at its sole option, the Selection Committee may conduct interviews with the three (3) firms receiving the highest Technical Proposal Scores. In the event of a tie in Technical Proposal Scores for the third firm, those firms with the tied Technical Proposal Scores will be interviewed, in the event interviews are conducted. If fewer than three (3) firms submit valid, responsive Proposals, then all such responding firms will be invited to participate in interviews with the Selection Committee, in the event interviews are conducted. Following the interviews, if any, firms will again be evaluated by Selection Committee members based upon the same evaluation criteria and weighting factors set forth above. The Selection Committee members will independently score each firm based upon its interview. The scores of the Selection Committee members will be aggregated to obtain an Interview Score. The Technical Proposal Score and the Interview Score assigned to each firm will be added together to obtain the firm's Final Combined Score. Firms will be ranked in accordance with their Final Technical Score. **At this time, respondents are advised that interviews are not being contemplated by the Selection Committee and that Technical Proposals shall therefore be prepared accordingly.**

Following the final technical ranking, the Fee Proposals will be opened and reviewed by the NJSDA. Using the Fee Proposals as a guideline, the NJSDA shall negotiate a contract with the highest-ranked firm at compensation that the NJSDA determines to be fair and reasonable. Should the NJSDA be unable to negotiate a satisfactory contract with the highest-ranked firm, the NJSDA shall terminate negotiations with the highest-ranked firm and shall then undertake negotiations with the second highest-ranked firm. Failing accord with the second highest-ranked firm, the NJSDA shall terminate negotiations with the second highest-ranked firm and shall then negotiate with the third highest-ranked firm. In the event that the NJSDA is unable to reach a satisfactory contract with any of the three highest-ranked firms, the NJSDA may select additional firms in order of their ranking and continue negotiations until an agreement is reached or, at its option, the NJSDA may reject all Proposals.

The successful firm will be required to comply with all pre-award documentation requirements. Upon satisfaction of all pre-award requirements, the successful firm will be awarded the engagement. Unsuccessful firms will be notified by letter after award.

After the award, any firm wishing to review any of the Proposals submitted and/or the Selection Committee's evaluations shall complete an Open Public Records Act (OPRA) request form. The form can be downloaded from the NJSDA website at <https://www.njsda.gov/njsda/opra/index.html>. Please submit completed OPRA forms to: Custodian of Public Records, New Jersey Schools Development Authority, 32 East Front Street, P.O. Box 991, Trenton, New Jersey 08625-0991.

Notwithstanding anything above to the contrary, the NJSDA, in accordance with all applicable laws, has no obligation to make an award and reserves the right to waive any non-material defects in any Technical or Fee Proposal submitted, reject all Proposals and/or terminate the selection process at any time.

Any firm attempting to contact government officials (elected or appointed), including NJSDA Board members, NJSDA Staff, and Selection Committee members in an effort to influence the selection process may be immediately disqualified.

4.0 PRE-AWARD REQUIREMENTS (INFORMATIONAL ONLY – DO NOT INCLUDE WITH RFP SUBMISSION)

After completion of the RFP process and determination of the successful firm, the NJSDA will require the following additional information prior to the award of the contract:

4.1 Proof of Business Registration Certification

Pursuant to N.J.S.A 52:32-44, each firm shall provide proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury (the "Division of Revenue"). Each firm may obtain New Jersey Business Registration assistance by visiting:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

Please be advised, however, that business registrations are mailed generally within seven to ten days, so each firm should plan accordingly.

4.2 Campaign Contributions Disclosure and Contracting Ineligibility

The NJSDA and participants in this procurement are subject to the provisions of P.L. 2005, c. 51 (enacting N.J.S.A. 19:44-20.13 to -20.25, and amending and supplementing N.J.S.A. 19:44A-20.1 *et seq.*) which impose restrictions on State agencies and independent authorities to insulate the procurement, negotiation and award of state contracts from the risk or appearance of improper influence in connection with political contributions. Additionally, this procurement is subject to the terms of Executive Order No. 117 (2008), which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), and limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

The provisions of Chapter 51 and Executive Order No. 117 (2008) make political contributors ineligible for award of state contracts for specific periods of time depending on the nature of the contribution. Accordingly, a selected firm will be required to respond in a timely fashion to certification and disclosure requirements that will be stated in the Notice of Award issued by the NJSDA.

a. **Certification and Disclosure Forms.** Each firm shall receive a Notice of Award that will, among other things, notify the firm that it must submit a Certification and Disclosure of Political Contributions form and Business Entity Disclosure form as provided by NJSDA. Failure to submit these forms in a timely fashion shall be cause for rejection of the firm.

b. **Firm's Continuing Obligation to Comply with P.L. 2005, c. 51.** The firm shall be required on a continuing basis to disclose and report to NJSDA any contributions made during the contract term by the Business Entity on forms provided by NJSDA, at the time it makes the contribution.

4.3 Annual Political Contributions Disclosure Statement

Firms are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC"), pursuant to N.J.S.A. 19:44A-20.18 and 20.19 (P.L. 2005, c. 271, section 3), in the event they receive contracts in excess of \$50,000 from a public entity in a calendar year. It is a firm's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us/>.

4.4 Anti-Discrimination Requirements

The Consultant and its subconsultants shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-1 et seq. and all rules and regulations issued thereunder, including N.J.A.C. 17:27-1.1 et seq. **Accordingly, in a Notice of Award, a firm and its subconsultants shall be required to submit to the NJSDA, with its executed Agreement, one of the following three documents:**

- (1) appropriate evidence that the consultant is operating under an existing Federally approved or sanctioned affirmative action program;
- (2) a certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.2; or
- (3) an initial *Form AA302 - Employee Information Report* completed by the firm in accordance with N.J.A.C. 17:27-4.2. Please note the Authority only seeks a copy of the Form AA302. The original should be forwarded to the NJ Department of the Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program as directed on the form. Forms may be downloaded at http://www.state.nj.us/treasury/contract_compliance/forms.shtml.

4.5 Insurance and Indemnification

A successful firm shall be required to provide evidence of the insurance coverages required in Section 3 of the NJSDA Standard Terms and Conditions, Attachment B to this RFP.

4.6 Other Information As Required

The NJSDA may request additional information from the selected firm as required under the NJSDA Standard Terms and Conditions, or pursuant to applicable policies, procedures or law.

ATTACHMENT A
SCOPE OF SERVICES

SCOPE OF SERVICES

Electronic Board Book Services

- Secure web-based portal hosted by solution provider including individual password protection
- Intuitive and easy-to-use
- Ability to print a complete collated book
- Online viewing
- Customizable and flexible
- Customizable workflow/features (e.g. Meeting Calendar, Member contact information)
- Archiving capable (e.g. Board Books, minutes, etc.)
- Search feature
- Alert to users when Board/Committee materials are available for review
- Ability to make notes on particular items and send notes to other users
- 24/7/365 service and support
- Complete installation and setup, including any backend integration required
- Complete upfront training for users
- Ongoing training as needed
- Full IT support and troubleshooting (including network and firewall issues)
- Remote diagnostics
- Free software upgrades
- Hosting for 1 Board (12 meetings per year)
- Hosting for 3 Committees (36 meetings per year)
- Online access for approximately 20 users
- Administrative access for 3 users

ATTACHMENT B

NJSDA STANDARD TERMS AND CONDITIONS

NJSDA STANDARD TERMS AND CONDITIONS

Electronic Board Book Services

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT** – The following terms and conditions will apply to the contract made with by New Jersey Schools Development Authority (“NJSDA”) to which these terms and conditions are annexed. These terms are in addition to the terms and conditions set forth in the Request for Proposals (“RFP”) and should be read in conjunction with same, unless the RFP specifically indicates otherwise. All of the following terms and conditions will become a part of the contract between the NJSDA and the vendor. In the event the vendor’s terms and conditions conflict, these terms and conditions will prevail. At all times during the course of the contract between the NJSDA and the vendor, the vendor’s status shall be that of an independent contractor and not as an employee of the State of New Jersey or NJSDA.

2. **STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS** – The statutes, regulations, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
 - 2.1 **BUSINESS REGISTRATION** – Pursuant to N.J.S.A. 52:32-44, the NJSDA is prohibited from entering into a contract with an entity unless the vendor and each subcontractor named in its proposal have a valid Business Registration on file with the Division of Revenue. Submission of a copy of the Business Registration Certificate is a contractual requirement. Form NJ_REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

 - 2.2 **SALES AND USE TAX** - The vendor, contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1, et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

 - 2.3 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION** – All parties to any contract with NJSDA agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder, all of which are hereby incorporated by reference. The vendor and its subcontractors shall abide by affirmative action rules established by the New Jersey Department of the

Treasury at N.J.A.C. 17:27-1.1, et seq. under P.L. 1975, c. 127, the small business set-aside rules for the procurement of goods and services established by the Commerce and Economic Growth Commission at N.J.A.C. 12A:10-1.1, et seq. and by Executive Order No. 71 (2003), and the affirmative action program established by the NJSDA pursuant to Section 48 of the Educational Facilities Financing and Construction Act, P.L. 2000, c. 72, and any rules and regulations associated therewith.

- 2.4 MACBRIDE PRINCIPLES** – The vendor shall comply with the *MacBride* principles of nondiscrimination in employment, or have no business operations in Northern Ireland, under N.J.S.A. 52:34-12.2.
- 2.5 PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26, et seq. is hereby made part of every contract entered into on behalf of NJSDA, except those contracts which are not within the contemplation of the Act. The vendor hereby guarantees that neither he nor any subcontractors he might employ to perform the work covered by the contract has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act. The vendor further guarantees that he and any subcontractors he might employ to perform the work covered by the contract shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 2.6 PUBLIC WORKS CONTRACTOR REGISTRATION ACT** – The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lsse/lspubcon.html>.
- 2.7 AMERICANS WITH DISABILITIES ACT** – The vendor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.
- 2.8 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of N.J.S.A. 34:5A-1, et seq., which require the labeling of all containers of hazardous substances, are applicable to this contract. Therefore, all goods offered for purchase to NJSDA must be labeled by the vendor in compliance with the provisions of the Act.
- 2.9 OWNERSHIP DISCLOSURE** – Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission, the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership’s stock or interest. Refer to N.J.S.A. 52:25-24.2.

- 2.10 COMPLIANCE – LAWS** – The vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder. If the NJSDA determines that the vendor has violated or failed to comply with applicable Federal, State or local laws with respect to its performance under this contract, the NJSDA may withhold payments or take such action that it deems appropriate under the terms of this contract or as authorized by law.
- 2.11 COMPLIANCE – STATE LAWS** – It is agreed and understood that any contracts entered into with NJSDA shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.
- 2.12 POLITICAL CONTRIBUTIONS** – The vendor shall, on a continuing basis, disclose and report to the NJSDA any “contributions,” as that term is defined in N.J.S.A. 19:44A-20.1, et seq., as amended, made during the term of the contract by it or any “Business Entity,” as that term is defined in N.J.S.A. 19:44A-20.1, et seq., as amended, associated with the vendor, on the “Disclosure of Political Contribution” form provided by the NJSDA, at the time such contribution is made. As part of this obligation, the vendor shall comply with Executive Order No. 117, which was issued to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of N.J.S.A. 19:44A-20.1, et seq., which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.
- 2.13 POLITICAL CONTRIBUTIONS DISCLOSURE.** The vendor shall comply with its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”), pursuant to N.J.S.A. 19:44A-20.13, in the event it receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the vendor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- 2.14 OUTSOURCING OF SERVICES.** In accordance with P.L. 2005, c. 92 (formerly Executive Order No. 129 (2004)), the vendor shall have a continuing duty to comply with the provisions of P.L. 2005, c. 92, as applicable. If, during the term of this contract, the vendor or a subcontracted firm, who had on contract award declared that services under this contract would be performed in the United States, proceeds to shift the performance of those services outside of the United States, the vendor shall be deemed in breach of its contract with the NJSDA, which shall be subject to termination for cause, unless the NJSDA shall determine in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the NJSDA or the State.

3. LIABILITIES

- 3.1 LIABILITY – COPYRIGHT** – The vendor shall hold and save NJSDA and the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 3.2 INDEMNIFICATION** – The vendor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless NJSDA and the State of New Jersey and their respective directors, officers, members, employees and agents, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this contract.
- 3.3 INSURANCE** – Prior to undertaking any work under this contract, the vendor, at no expense to the NJSDA, shall obtain and provide to the NJSDA evidence of a policy or policies of insurance as enumerated below.

The vendor shall maintain, and/or cause their subconsultants to maintain, at their own cost and expense, the following insurance coverages/policies insuring the vendor, its employees, subconsultants and agents. The vendor shall obtain this insurance from insurance companies that are authorized to transact the business of insurance in the State of New Jersey and that are “A- VIII” (or better) rated, as determined by A. M. Best Company. In each policy, the vendor shall have incorporated a provision, in accordance with the laws of the State of New Jersey, requiring written notice to the NJSDA at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The vendor warrants that if the insurer or coverage is not subject to the provisions requiring (30) day prior notification, that it will notify the NJSDA in writing of any cancellation or non-renewal of any insurance coverage required under this Section. Any and all deductibles shall be paid by the vendor. The vendor warrants that its insurance carriers are accurately informed regarding the business activities of the vendor and intend to cover those business exposures. All insurance policies, exclusive of Professional Liability and Workers’ Compensation, shall name the NJSDA as an Additional Insured and will include a Waiver of Subrogation. In addition, the vendor may also be required to name other parties as Additional Insureds prior to the initiation of such work, and shall comply with all laws, ordinances, rules and regulations of Federal, State, county and municipal authorities in the performance of said work. The types and minimum amounts of insurance required are as follows:

Professional Liability Insurance (Errors & Omissions). The Consultant shall maintain Professional Liability Insurance with coverage retroactive to the Effective Date, sufficient to protect the Consultant from any liability arising from

the Services and professional obligations performed pursuant to this Agreement in an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate for all operations conducted. The Consultant warrants they will notify the Authority in writing of any reduction in the aggregate coverage within thirty (30) days. The Consultant warrants that coverage shall not be circumscribed by any endorsements excluding coverage arising out of services performed pursuant to this Agreement.

Commercial General Liability Insurance. The vendor shall maintain Commercial General Liability Insurance (CGL), and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$5,000,000 for each occurrence, \$5,000,000 aggregate limit for products/completed operations and \$5,000,000 general aggregate limit. CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract in connection with Services performed under this contract. The New Jersey Economic Development Authority, the NJSDA, the State of New Jersey, and their respective directors, officers, members, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 (or a substitute form providing equivalent coverage), and under the Commercial Umbrella, if any. In addition, the vendor may also be required to name other parties as additional insureds prior to the initiation of Services. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the NJSDA.

Worker's Compensation Insurance. The vendor shall, at its own cost and expense, maintain Workers' Compensation and Employers' Liability insurance prescribed by the laws of the State of New Jersey and any other jurisdiction required to protect employees of the vendor while engaged in the performance of the Services under this contract. Workers' Compensation coverage shall be statutory and the Employers' liability limits (including Umbrella coverage) shall not be less than \$1,000,000 per accident for bodily injury by accident and \$1,000,000 for each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

Business Automobile Liability Insurance. The vendor shall, at its sole cost and expense, maintain Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile, including coverage for all owned, non-owned and hired vehicles. The Business Automobile coverage shall be written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage).

Certificates of Insurance. Attached to this contract shall be valid insurance certificates, executed by a duly authorized representative of each insurer, in form and substance satisfactory to the NJSDA, evidencing compliance with the

insurance requirements. An insurance certificate must be submitted to evidence each insurance renewal required by this Section. Failure of the NJSDA to demand such certificates or other evidence of full compliance with the insurance requirements set forth herein or failure of the NJSDA to identify a deficiency in the insurance provided shall not be construed as a waiver of the vendor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at the NJSDA's sole option. The vendor shall provide certified copies of all insurance policies, including any and all amendatory endorsements, within ten (10) Days of the NJSDA's written request for such policies.

Liability in Excess of Coverage. By entering into this contract with the NJSDA, the vendor expressly agrees that any insurance protection required herein or by the vendor's Documents shall in no way limit the vendor's obligations under this contract or the vendor's Documents and shall not be construed to relieve the vendor from liability in excess of such coverage, nor shall it preclude the NJSDA from taking such other actions as are available to it under other provisions of this contract or the vendor's Documents or otherwise in law or equity. By requiring insurance herein, the NJSDA does not represent that coverage and limits will necessarily be adequate to protect the vendor, and such coverage and limits shall not be deemed as a limitation on the vendor's liability under this contract.

Right to Remedy. If the vendor fails to obtain and/or maintain the insurance as required in this Section, fails to renew any of its insurance policies as necessary, or in the event any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this contract, the NJSDA may: (i) purchase insurance at the vendor's sole expense; (ii) refuse to make payment of any further amounts due under this contract; (iii) refuse to make payments due or coming due under other agreements between the vendor and the NJSDA; (iv) suspend performance by the vendor under this contract; or (v) terminate this contract. Any funds retained pursuant to this Section may be used, at the NJSDA's discretion, to renew or purchase the vendor's insurance for the periods and amounts as set forth in this contract. In the event the NJSDA purchases said insurance the NJSDA may, at its discretion, reduce the vendor's Compensation under this contract by the amount paid for such insurance plus reasonable attorney's fees.

Additional Insurance. The vendor shall also provide such additional types of insurance in such amounts as the NJSDA shall reasonably require. In the event that any such additional insurance is required, the vendor shall deliver certified copies of each policy to the NJSDA within ten (10) days of the NJSDA's written request for such insurance.

Waiver of Subrogation. The vendor waives all rights of subrogation and recovery against the NJSDA, agents or employees of the NJSDA to the extent these damages are covered by the CGL, Business Automobile Liability or Commercial Umbrella Liability Insurance obtained by the vendor. If the policies of insurance purchased by the vendor as required above do not expressly allow the insured to

waive rights of subrogation prior to loss, the vendor shall cause them to be endorsed with a waiver of subrogation as required herein.

Any deductible or self-insured retention (SIR) applicable to the aforementioned insurance shall be declared to and approved by the NJSDA and written using ISO endorsement CG 03 00 (or a substitute providing equivalent terms and conditions). The vendor shall not be permitted to have a SIR larger than \$100,000 unless it obtains the express, written consent of the NJSDA to the larger SIR. **FAILURE TO COMPLY WITH THIS PARAGRAPH IS A MATERIAL BREACH OF CONTRACT.**

If any of the aforementioned insurance is written on a “claims made basis,” the vendor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years after the date of Final Payment by the NJSDA and the vendor will provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated “Policy Number,” in addition to the policy number, the vendor shall insert a note “claims made retroactive date ___/___/___” (with the date inserted).

4. OTHER TERMS

4.1 TERMINATION OF CONTRACT

4.1.1 Termination for Convenience of the NJSDA. Notwithstanding any provision or language in the contract to the contrary, the NJSDA, in its sole discretion, may terminate at any time, in whole or in part, the contract entered into for the convenience of NJSDA. Any such termination shall be effected by delivery of a “Notice of Termination” specifying the extent to which the contract is being terminated and the date upon which the termination becomes effective. If so terminated, the vendor shall be entitled only to that proportion of the compensation that the goods and/or services actually and satisfactorily provided by the vendor bear to the total goods and/or services required to be rendered under the contract, less payments previously made.

4.1.2 Termination for Cause. Without prejudice to any other remedy, the NJSDA may terminate this contract if the vendor: (i) disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; (ii) refuses or fails to supply enough properly skilled workers or proper materials; (iii) fails to make payments to subcontractors for materials or labor; (iv) fails to maintain or produce any records required by the contract or purchase order to be so maintained or produced; (v) fails to cooperate with the NJSDA where such cooperation is deemed necessary by the NJSDA for the implementation of the contract or purchase order; (vi) fails to obtain and properly maintain the level of insurance coverage required; (vii) assigns or transfers its obligations, privileges or rights under the contract or purchase order without the prior written consent of the NJSDA; (viii) makes any misrepresentation or conceals any material fact; or (ix) commences or has commenced against it any action under the United States Bankruptcy Code or any state or federal insolvency law, the commencement of

which, in the NJSDA's judgment, may effectively impair the ability of the vendor to perform its obligations under the contract; or (x) violates or breaches the contract or any provision or material term thereof. For all such causes of termination except those contained in subsections (viii) and (ix), the NJSDA may choose to retract its Notice of Termination in writing if, within seven (7) calendar days of Notice of Termination, the vendor, to the NJSDA's satisfaction, cures or commences to cure its default, neglect or violation, with diligence and promptness. Absent issuance of written retraction of the Notice of Termination within seven (7) calendar days of Notice of Termination, the contract or purchase order shall be deemed terminated.

4.1.3 In the event that this contract is terminated for cause, the NJSDA reserves the right not to make any further payments to the vendor and may require the vendor to repay all or a portion of the monies already paid.

4.1.4 No action or withholding of action by the NJSDA shall operate to waive or release any claim it may have against the vendor.

4.2 SUBCONTRACTING OR ASSIGNMENT – The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of NJSDA. Such consent, if granted, shall not relieve the vendor of any of his responsibilities under the contract. The NJSDA, in its sole discretion, may assign this contract to any other State agency, authority or instrumentality, or any local or municipal instrumentality, and, in such case, the vendor shall continue to perform all of its obligations under this contract. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and NJSDA. Nothing contained in this contract shall be construed to create a cause of action in favor of a third party against either party. No individual, firm, entity, or any combination thereof, which supplies materials, labor, services or equipment to the vendor shall become thereby a third party beneficiary under this contract.

4.3 MERGERS, ACQUISITIONS – If, subsequent to entering into this contract, the vendor proposes to merge with or be acquired by another firm or in the event of a proposed dissolution by the vendor, the vendor shall immediately notify the NJSDA and shall submit documentation to the NJSDA describing the proposed transaction.

4.3.1 The NJSDA, in its sole discretion, may approve the continuation of the contract following the proposed transaction or terminate the contract for cause. The NJSDA will notify the vendor of its decision within thirty (30) days of receipt by the NJSDA of documentation from the vendor describing the proposed transaction.

4.3.2 If the NJSDA approves a merger or acquisition, the vendor shall submit to the NJSDA: (i) corporate resolutions prepared by the vendor and the new entity ratifying acceptance of the contract; (ii) information necessary to ensure that the new entity satisfies the NJSDA's pre-qualification policies and procedures, where applicable; (iii) the names and addresses of all owners and

potential owners which hold or may acquire five percent (5%) or more of its stock or interest; (iv) any new or changed Federal Employer Identification Number(s); (v) acknowledgment of the assumption of the contract by the new entity; and (vi) any other information the NJSDA may require.

4.3.3 If the NJSDA approves a dissolution, the vendor shall submit to the NJSDA: (i) a copy of the corporate resolution, or the written statement of the partnership, general partner, receiver or custodian thereof, or the written agreement of the principal parties of a joint venture to dissolve the NJSDA, partnership or joint venture, respectively; (ii) information necessary to ensure that the new entity satisfies the NJSDA's pre-qualification policies and procedures, where applicable; (iii) any new or changed Federal Employer Identification Number(s); (iv) acknowledgment of the assumption of the contract by the new parties; and (v) any other information the NJSDA may require.

4.4 MAINTENANCE OF RECORDS – The vendor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4.5 ASSIGNMENT OF ANTITRUST CLAIM(S) – The vendor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the vendor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns and transfers to the NJSDA, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the vendor:

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the NJSDA's Division of Chief counsel:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the vendor has

initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the NJSDA's Division of Chief Counsel.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the vendor, it shall promptly pay over to the NJSDA the allotted share thereof, if any, assigned to the NJSDA hereunder.

5. TERMS RELATING TO PRICE

5.1 PRICE FLUCTUATION DURING CONTRACT – Unless otherwise noted by NJSDA, all prices quoted shall be firm through issuance of contract and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or vendor's price decrease during the contract period, NJSDA shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. NJSDA must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in termination of the contract for cause.

5.2 DELIVERY COSTS – All prices for items must be F.O.B. delivery point. Regardless of the method of quoting shipments, the vendor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to NJSDA's designated delivery point.

F.O.B. destination does not cover "spotting" but does include delivery on the receiving platform at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

5.3 C.O.D. TERMS – C.O.D. terms are not acceptable.

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

5.5 PAYMENT TO VENDORS/NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32, et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the NJSDA prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the

State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

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

6. DELIVERY REQUIREMENTS –

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

7. PERFORMANCE GUARANTEE OF CONTRACTOR – The contractor hereby certifies that:

- a. The equipment offered is standard new equipment and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the NJSDA;
- d. During the warranty period the vendor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- e. All services rendered to the NJSDA shall be performed in strict and full accordance with the specifications and/or Scope of Work stated in the contract. The contract shall not be considered complete until final approval by the NJSDA is rendered.

8. AUDIT – The contract and any subcontract of the obligations thereunder is subject to audit by NJSDA at NJSDA's sole discretion and by the Office of the State Comptroller, the Office of the State Inspector General, or any other State inspecting or oversight agencies.

9. **MODIFICATIONS** – No contract may be modified except by written instrument signed by an authorized officer of NJSDA.
10. **CLAIMS** – The parties agree that this contract shall be deemed to be governed in accordance with the New Jersey Tort Claims Act, N.J.S.A. 59:1.1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey False Claims Act, N.J.S.A. 2A:32, et seq. (collectively “the Acts”), such that a claim against the NJSDA shall be treated in the same manner as a claim against the State of New Jersey under the Acts. All notice, claims and limitations periods set forth in the Acts shall apply to claims by the vendor against the NJSDA.
11. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** – The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with NJSDA and/or the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- 11.1 The vendor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to: (i) an NJSDA officer or employee with which the vendor transacts, or offers or proposes to transact, business; or (ii) any member of the immediate family (defined by N.J.S.A. 52:13D-13(i)) of any such NJSDA officer or employee; or (iii) any partnership, firm or authority with which such NJSDA officer or employee is employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g).
- 11.2 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NJSDA officer or employee from the vendor shall be reported in writing forthwith by the vendor to the State Attorney General and the State Ethics Commission.
- 11.3 The vendor shall not directly or indirectly undertake any private business, commercial or entrepreneurial relationship (whether or not pursuant to employment, contract or other agreement, express or implied) with, or sell any interest in the vendor to, any NJSDA officer or employee having any duties in connection with the purchase, acquisition or sale of any property or services by or to the NJSDA; and shall not undertake any such relationship with, or sell any such interest to, any person, firm or entity with which such NJSDA officer or employee is employed or associated, or in which such NJSDA officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationship subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the officer or employee and upon a finding that the present or proposed relationship presents neither an actual conflict of interest, nor the potential for, or appearance of, such a conflict of interest.
- 11.4 The vendor shall not influence, attempt to influence, or cause to be influenced any NJSDA officer or employee in such officer’s or employee’s official capacity

in any manner that might tend to impair the objectivity or independence of judgment of said officer or employee.

- 11.5** The vendor shall not cause or influence or attempt to cause or influence, any NJSDA officer or employee to use or attempt to use such officer's or employee's official position to secure unwarranted privileges or advantages for the vendor or any other person.
- 11.6** Under N.J.S.A. 52:34-19, it is a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the NJSDA. It is the policy of the NJSDA to treat the offer of any gift or gratuity by the vendor, its officers or employees, to any person employed by the NJSDA as grounds for debarment or suspension from submitting proposals and providing work or materials to the NJSDA.
- 11.7** These provisions shall not be construed to prohibit an NJSDA officer or employee from receiving gifts from or contracting with the vendor under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines that the State Ethics Commission may promulgate.

12. NOTICE TO ALL VENDORS SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

- 13. APPLICABLE LAW** – This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey, without reference to conflict of laws principles.

[END OF DOCUMENT]

ATTACHMENT C

NJSDA FEE PROPOSAL

NJSDA FEE PROPOSAL

Electronic Board Book Services

Year 1 - Lump Sum Setup/Installation Fee*: \$ _____

Year 1 - Lump Sum Annual Fee*: \$ _____

Year 2 - Lump Sum Annual Fee*: \$ _____

Year 3 - Lump Sum Annual Fee*: \$ _____

Year 4 (Optional) - Lump Sum Annual Fee*: \$ _____

*** Additional charges, if any, shall be detailed on a separate page and attached to this Fee Proposal.**

Addenda:

The Firm acknowledges receipt and incorporated into this bid of the following Addenda:

Number: _____ Date: _____ Number: _____ Date: _____

I am duly authorized to sign this Fee Proposal on behalf of the named firm.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Date: _____

ATTACHMENT D

MORAL INTEGRITY QUESTIONNAIRE



MORAL INTEGRITY QUESTIONNAIRE
NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
PROCUREMENT DEPARTMENT
32 EAST FRONT STREET, P.O. BOX 991
TRENTON, N.J. 08625-0991

CHECK ONE: <input type="checkbox"/> OTHER <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> PROFESSIONAL SERVICES	CHECK ONE: <input type="checkbox"/> INITIAL <input type="checkbox"/> RENEWAL	FEDERAL TAX ID# _____
BUSINESS LEGAL NAME AND ADDRESS: “ARE SATELLITE OFFICE(S) LOCATED IN NEW JERSEY”: If yes, please provide address(es):	TELEPHONE # _____	DUNS # (if known) _____
	FAX # _____	TYPE OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> L.L.C. <input type="checkbox"/> OTHER (SPECIFY) _____
	E-MAIL ADDRESS _____	
	WEB ADDRESS _____	

If the books and accounts of the Applicant Business Concern are not at the above address, disclose the address of the location where the books and accounts are kept: _____	NEW JERSEY DIVISION OF REVENUE & ENTERPRISE SERVICES <input type="checkbox"/> SBE REGISTRATION (Attach Copy) <input type="checkbox"/> MBE REGISTRATION (Attach Copy) <input type="checkbox"/> WBE REGISTRATION (Attach Copy) <input type="checkbox"/> VOB REGISTRATION (Attach Copy)
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CONTACT PERSON

Name: _____ Title: _____

Phone Number: _____ Fax: _____ E-mail Address: _____

NOTE: Accurate, truthful and complete information will help speed the review of your questionnaire and expedite action on your Business Concern's application for Moral Integrity approval. If there is not enough space on this form to give a complete answer, attach additional sheets of paper. Please be sure that each additional sheet includes the Applicant Business Concern's name and Federal Tax ID Number to identify the page as yours and that you clearly identify the question you are answering. This application will not be sufficient to merit Moral Integrity approval if you fail to provide additional information if requested to resolve the questions about any of the disclosures made in this questionnaire.

FOR CORPORATIONS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS ONLY

Name of Registered Agent in New Jersey: _____

Address of Registered Office in New Jersey: _____

If the Applicant Business Concern is a corporation, provide the following:

Date Incorporated: _____ State in which incorporated: _____

NJ Corporate ID: _____

IF NOT A N.J. CORPORATION, SUBMIT A COPY OF THE CERTIFICATE OF AUTHORITY TO PERFORM WORK IN N.J. AS ISSUED BY THE N.J. DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, BUSINESS SERVICES.

1. How long has the Applicant Business Concern done business under its present name? _____ years.
2. List each other name the Applicant Business Concern has done business under in the past ten (10) years:

D/B/A _____	Dates Name Used: _____
D/B/A _____	Dates Name Used: _____
D/B/A _____	Dates Name Used: _____
3. At any time during the past five (5) years, has the Applicant Business Concern shared office space, warehouse space, yard, plant or shop facilities, staff, equipment, telecommunications or other assets with any other business concern? (If yes, disclose the name of the other business concern and provide a description of the sharing arrangement, including the location of the facilities.)

YES NO

DISCLOSURE OF OWNERS AND KEY PERSONS

4. "Key Person" means any individual employed by the Applicant Business Concern in a supervisory capacity or empowered to make discretionary decisions with respect to bids and/or contracts with the State of New Jersey. "Key Person" also means any person who owns a beneficial interest of 10% or more in the business concern, and the managing members of limited liability companies and corporate directors and officers (e.g., president, vice presidents, secretary and treasurer.)

For purposes of this questionnaire, "supervisory capacity or empowered to make discretionary decisions" means able to bind the Applicant Business Concern to New Jersey bids and/or contracts of \$50,000 or more and/or authorized to sign checks to make payments of \$50,000 or more in connection with New Jersey contracts.

Use this table to enter identifying information for each individual who is a "Key Person" of the Applicant Business Concern. Identify any entity or business concern that owns a beneficial interest of 10% or more as well. For entities or business concerns, disregard birth date and provide federal tax identification number instead of social security number.

Name (Last, First, Middle)	Address	Birth Date (MM/DD/YYYY)	Social Security Number	Position	Ownership %

AT ANY TIME DURING THE PAST (10) YEARS HAS THE APPLICANT BUSINESS CONCERN:

5. Been indebted to an individual or entity, other than a bank or other commercial lending institution, in the cumulative amount of \$100,000 or more? (if yes, give details, including the name of each party to the transaction, the date and the amount of indebtedness.)

YES NO
6. Loaned monies generated by this business concern, in the cumulative amount of \$100,000 or more, to another business concern or individual? (If yes, give details, including the name of each party to the transaction, the date and the amount of indebtedness.)

YES NO
7. Had an injunction, order or lien entered against it in favor of any governmental agency including, but not limited to, judgments or liens based on taxes assessed or fines and penalties imposed by any government agency? If yes, give details, including the name of the government agency, caption, date, case number or docket number, and disposition. Be sure to note any judgments or liens that have not been fully satisfied.)

YES NO
8. Been a party in any civil litigation or administrative proceeding alleging violation of any of the following: antitrust statutes; racketeering statutes; environmental laws; laws banning workplace discrimination; laws governing wages, hours or labor standards (i.e. Dept. of Labor); laws governing the conduct of occupations, professions or regulated industries (i.e., OSHA); or any other law indicating a lack of business integrity or honesty? (If yes, give details, including the nature of the claims and defenses, the caption, date, case number or docket number, and name of the court or agency before which the case is pending or before which it was heard and current status.)

YES NO

9. Paid a fine or otherwise paid to settle any of the allegations listed in Question 8, whether with or without an admission of responsibility? (If yes, give details, including the caption, date, case number or docket number, and name of the court or agency before which the case was brought.)
- YES NO
10. Been denied any license, permit or other similar authorization required to engage in the business concern's trade(s) or professional discipline(s), or has any such license, permit or similar authorization been suspended or revoked by any agency of federal, state or local government? (If yes, give details, including name of the licensing or permitting agency, caption, date, case number or docket number, and disposition.)
- YES NO
11. Been suspended, debarred, disqualified, denied a classification rating or prequalification or otherwise been declared not responsible to bid on or to perform work on any public contract or subcontract? (If yes, give details, including name of the contracting agency, caption, date, case number or docket number and disposition.)
- YES NO
12. Been required by an agreement or settlement with any governmental agency (including any school board) to refrain from bidding or proposing on any public contract? (If yes, describe the agreement and give the name of the government agency, date, caption and case number or docket number, if any.)
- YES NO
13. Been required to engage a monitor or independent private sector inspection general (IPSIG) as a condition of being classified or prequalified, or as a condition of any contract award, or as a condition for being permitted to complete a contract? (If yes, describe the agreement and give the name of the government agency, date and the name of the monitor or IPSIG.)
- YES NO
14. Been indicted or otherwise charged as a defendant, or named as an unindicted co-conspirator, alleged to have committed any crime or offense other than a motor vehicle offense? (If yes, give details, including the conduct alleged, the caption, date, case number or docket number, and the name of the court before which the case is pending or before which it was heard.)
- YES NO
15. Been convicted, after trial or by plea, of any crime or offense other than a motor vehicle offense? (If yes, give details, including the crime or offense, the caption, date, case number or docket number, and name of the court before which the case was heard.)
- YES NO
16. Filed with, or submitted to, a government agency, or to any employee or representative thereof, any document which contained a false statement or false information? Filing or submission could be by any means, including telefax, e-mail, and any other form of electronic communication. (If yes, explain. Your explanation should include a description of the document(s), the date and the name of the government agency.)
- YES NO
17. Paid anyone other than its own key persons or its own employees commissions or finders fees to obtain contracts or work? (If yes, give details, including a description of the transaction, the name of each party to the transaction, the date and the amount of the commission or finders fee paid.)
- YES NO
18. Given, or offered to give money, gifts or anything of value, or any other benefit, to a labor official, public official, public employee or public servant with whom the Applicant Business Concern, or any affiliated entity disclosed in this questionnaire, conducted business? (If yes, give details, including the date(s), location(s), a description of the benefit(s) and the name(s) of the individual(s) to whom the benefits were given or offered.)
- YES NO
19. Agreed with another business concern or representative thereof to submit identical or complementary bids, prices or proposals or to otherwise not bid competitively or to withdraw or abstain from bidding or proposing? (If yes, give details, including date(s), location(s), description(s) of the contract(s) that were the subject of the bid(s), who put the contract(s) out to bid and the name(s) of the other individual(s) with whom the Applicant Business Concern or any affiliated entity disclosed in this questionnaire agreed.)
- YES NO

REQUIRED SUBMITTALS CHECKLIST

- Additional attachments necessary to support disclosures made in answer to any question.
- Notarized Affidavit of the Key Person (see Question #4) submitting this Moral Integrity Questionnaire on behalf of the Applicant Business Concern.

AFFIDAVIT

State of: _____

County of: _____

I, _____, hereby represent and state as follows:
(full name)

That I am _____ of _____, that I am duly authorized to
(title) *(business concern name and Federal Tax ID Number)*

submit this Moral Integrity Questionnaire ("Questionnaire") on behalf of the Applicant Business Concern, and that I have read and understood the nineteen (19) questions asked in the previous three (3) pages.

I represent and state that the information given in response to each questions is full, complete and truthful. Further, I represent and state that truthfully answering this Questionnaire is an event entirely within my control.

I recognize that all the information submitted is for the express purpose of inducing the State of New Jersey to award a contract and/or allow the Applicant Business Concern to participate in school facilities projects financed through the Educational Facilities Construction and Financing Act as a contractor, consultant or vendor. I understand and agree that the Questionnaire and any attachments filed with the State of New Jersey shall become the property of the State.

I acknowledge that the State of New Jersey may, by means it deems appropriate, determine the accuracy, truth and completeness of the statements made in this Questionnaire and any attachments submitted with it. Therefore, I authorize the State of New Jersey to contact any entity or person named in this Questionnaire for purposes of determining the accuracy, truth and completeness of the information supplied by me on behalf of the Applicant Business Concern. If required, a photocopy of this affidavit shall be considered as effective and valid as the original as evidence of the permission given by the Applicant Business Concern for others to release information to the State for purposes of verifying the accuracy, truth and completeness of the information supplied by me.

I represent that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. Further, I am aware that a false statement or omission made in connection with this application may subject me to civil and criminal penalties available at law and is sufficient cause for denial of the application, revocation of a prior approval or termination for cause of any school facilities project contract that may be awarded to the Applicant Business Concern.

Sworn and subscribed to before me
on this _____ day of _____ 20____

SIGNATURE:

(Notary Public: Not an officer of the firm)
(Notary stamp/seal)

SIGNATURE

Name: _____
(PRINT OR TYPE)

SSN: _____



ATTACHMENT E

OWNERSHIP DISCLOSURE FORM

Download form at: <http://www.state.nj.us/treasury/purchase/forms/OwnershipFinal12-14.pdf>

ATTACHMENT F

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

ATTACHMENT G

SOURCE DISCLOSURE CERTIFICATION FORM

EXECUTIVE ORDER 129 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

Contract No.: GP-0237-R02

I hereby certify and say:

1. I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.
2. The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the New Jersey Schools Development Authority (the "Authority"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").
3. The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location(s) by Country

4. Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Bidder to the NJSDA.
5. I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the NJSDA that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause.
6. I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Authority to accept a bid proposal, with knowledge that the Authority is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT H

**RESPONSES TO SELECTED BIDDERS' QUESTIONS SUBMITTED IN
CONNECTION WITH CANCELLED PROCUREMENT GP-0237-R01**

**RESPONSES TO SELECTED BIDDERS' QUESTIONS SUBMITTED IN CONNECTION
WITH CANCELLED PROCUREMENT GP-0237-R01**

1. **QUESTION:** Please find attached our non-disclosure agreement for your review and signature. In order to release information about our technology infrastructure, our hosting service requires an MNDA.

ANSWER: The NJSDA is not in a position to enter into any form of Non-Disclosure Agreement prior to submission of bids for this Procurement. As a public entity, the NJSDA is subject to the provisions of the Open Public Records Act, N.J.S.A. 47:1A-1, et seq. ("OPRA"), which governs the public's access to government records in New Jersey. Generally, submissions by bidders are considered public records under OPRA, and are eligible for access by the public. However, OPRA does exclude public access to certain types of information, including, but not limited to: trade secrets and proprietary commercial or financial information; administrative or technical information regarding computer hardware, software and networks which, if disclosed, would jeopardize computer security; security measures and surveillance techniques which, if disclosed, would create a risk to the safety of persons, property, electronic data or software; and information which, if disclosed, would give an advantage to competitors or bidders.

Accordingly, bidders that wish to designate particular information in their submissions as exempt from disclosure under OPRA, as discussed above, must designate or highlight that information in their submissions. To the extent that the information designated or highlighted by the bidder satisfies an appropriate OPRA exemption, the NJSDA will redact that information from any disclosures made pursuant to any future OPRA requests, if any.

2. **QUESTION:** Also, can you kindly send us the Word document or editable version of the RFP and attachments in order to draft our responses?

ANSWER: We are unable to provide an editable version of the RFP. Please use the documentation that was included in the RFP package.

3. **QUESTION:** my [sic.] team is big on the ADA compliance as neither of our products complies with this, and this has actually eliminated us from previous deals in the past with public, government entities. Is being ADA compliant 100% necessary to bid on the business?

ANSWER: To the extent that the Scope of Services included in the RFP implicates the requirements of the Americans with Disabilities Act ("ADA"), compliance therewith is required.

4. **QUESTION:** I have reviewed your RFP and believe that BoardBookit would be a great fit. However, we only use our MSA. You can find it here - <https://signup.boardbookit.com/docs/BoardBookit-Master->

[Subscription-Agreement.pdf](#). Please let me know if this is acceptable.

ANSWER: Pursuant to Section 3.0 of the RFP:

“Following the final technical ranking, the Fee Proposals will be opened and reviewed by the NJSDA. Using the Fee Proposals as a guideline, the NJSDA shall negotiate a contract with the highest-ranked firm at compensation that the NJSDA determines to be fair and reasonable.”

Accordingly, subsequent to the ranking of the firms, the NJSDA will negotiate the terms of any final contract with the highest-ranked bidder, taking into consideration terms proposed by that bidder and bearing in mind material terms that are required for State contracts.

To the extent that this question asks whether the NJSDA will accept the referenced MSA without the possibility of modification or amendment through negotiation, the answer is no.

5. **QUESTION:** Can you send us an editable version of the RFP and attachments for us to draft our responses in the appropriate templates?

ANSWER: We are unable to provide an editable version of the RFP. Please use the documentation that was included in the RFP package.

6. **QUESTION:** According to the Attachment D: Moral Integrity Questionnaire, under the section “For Corporations, Limited Liability Companies and Limited Partnerships Only” --- what happens if we do not have a “Certificate of Authority to Perform Work in NJ”? How will this affect our final proposal submission?

ANSWER: Prior to entering into any agreement with the selected vendor, that vendor must possess a Business Registration Certificate and/or a Certificate of Authority from the New Jersey Department of Treasury, Division of Revenue.

7. **QUESTION:** Can you please explain why NJSDA is requesting the following information, how will it be used and is it required in order to submit our final proposal? We have worked with a number of educational institutions and have never been asked to submit similar responses so we are keen to understand more about this.

Attachment D: Moral Integrity Questionnaire, under section “Disclosure of Owners and Key Persons” – our organization’s key persons’ birth date and social security number. What is the intended use for this information, how will it be used and how will it be protected?

Attachment E: Ownership Disclosure Form

ANSWER:

Pursuant to N.J.A.C. 19:38D-2.2, all vendors seeking to enter into an agreement with the NJSDA are subject to a moral integrity review, even where NJSDA pre-qualification is not required. If the results of the moral integrity review are negative or unsatisfactory in that they indicate any circumstance that would justify a revocation of pre-qualification under N.J.A.C. 19:38A-4.1, the NJSDA shall reject the vendor's proposal pursuant to N.J.A.C. 19:38D-2.6. Also, as noted in Section 2.2 of the RFP:

“At the same time as a Technical Proposal is submitted, the firm must submit to NJSDA one (1) completed Moral Integrity Questionnaire for submission to the New Jersey State Police, in the form attached as Attachment D to this RFP. NJSDA will hold all submitted Questionnaires, unopened, until after all firms have been ranked, unless special circumstances warrant otherwise. Thereafter, NJSDA staff will forward the Questionnaire of the selected firm to the New Jersey State Police for review.”

Additionally, for New Jersey public contracts, the submission of an Ownership Disclosure Form, either prior to or accompanying the submission of any bid, is required by statute. See N.J.S.A. 52:25-24.2.

8. **QUESTION:**

Can you verify how the information we provide, specifically for Attachment D: Moral Integrity Questionnaire and Attachment E: Ownership Disclosure Form, will be protected as they are PII?

ANSWER:

The original forms submitted by the bidder will be maintained in hard copy by NJSDA’s Procurement Division consistent with the NJSDA’s record retention policy. The NJSDA will take appropriate steps to redact any “personal identifying information,” as that term is defined under OPRA, from any disclosures made pursuant to future OPRA requests, if any.

9. **QUESTION:**

Also, can you confirm if NJSDA is PCI compliant?

ANSWER:

The NJSDA is unclear as to the meaning and intent of this question. To the extent that “PCI” refers to Payment Card Industry Data Security Standards, the NJSDA does not collect and store vendor credit card information on its computer systems. Accordingly, these standards do not appear to be relevant to the Scope of Services included in the RFP.

10. **QUESTION:**

Please review and sign BoardEffect’s non-disclosure agreement – see attached.

ANSWER:

The NJSDA is not in a position to enter into any form of Non-Disclosure Agreement prior to submission of bids for this

Procurement. As a public entity, the NJSDA is subject to the provisions of the Open Public Records Act, N.J.S.A. 47:1A-1, et seq. (“OPRA”), which governs the public’s access to government records in New Jersey. Generally, submissions by bidders are considered public records under OPRA, and are eligible for access by the public. However, OPRA does exclude public access to certain types of information, including, but not limited to: trade secrets and proprietary commercial or financial information; administrative or technical information regarding computer hardware, software and networks which, if disclosed, would jeopardize computer security; security measures and surveillance techniques which, if disclosed, would create a risk to the safety of persons, property, electronic data or software; and information which, if disclosed, would give an advantage to competitors or bidders.

Accordingly, bidders that wish to designate particular information in their submissions as exempt from disclosure under OPRA, as discussed above, must designate or highlight that information in their submissions. To the extent that the information designated or highlighted by the bidder satisfies an appropriate OPRA exemption, the NJSDA will redact that information from any disclosures made pursuant to any future OPRA requests.

11. **QUESTION:**

Therefore the submission of this bid by Diligent is contingent upon the parties mutually agreeing on a comprehensive subsequent service agreement that contains terms that reflect the service offered and all factors associated with such service, including such terms as are necessary to continue protecting the security of the product, provide valid protection for intellectual property, and ensure compliance with applicable laws.

ANSWER:

Pursuant to Section 3.0 of the RFP:

“Following the final technical ranking, the Fee Proposals will be opened and reviewed by the NJSDA. Using the Fee Proposals as a guideline, the NJSDA shall negotiate a contract with the highest-ranked firm at compensation that the NJSDA determines to be fair and reasonable.”

Accordingly, subsequent to the ranking of the firms, the NJSDA will negotiate the terms of any final contract with the highest-ranked bidder, taking into consideration terms proposed by that bidder and bearing in mind material terms that are required for State contracts.

12. **QUESTION:**

Will we be able to use our MSA as a point of negotiation?

ANSWER:

Pursuant to Section 3.0 of the RFP:

“Following the final technical ranking, the Fee Proposals will be opened and reviewed by the NJSDA. Using the Fee

Proposals as a guideline, the NJSDA shall negotiate a contract with the highest-ranked firm at compensation that the NJSDA determines to be fair and reasonable.”

Accordingly, subsequent to the ranking of the firms, the NJSDA will negotiate the terms of any final contract with the highest-ranked bidder, taking into consideration terms proposed by that bidder and bearing in mind material terms that are required for State contracts.

13. **QUESTION:**

Will we be able to choose which information stays confidential?

ANSWER:

As a public entity, the NJSDA is subject to the provisions of the Open Public Records Act, N.J.S.A. 47:1A-1, et seq. (“OPRA”), which governs the public’s access to government records in New Jersey. Generally, submissions by bidders are considered public records under OPRA, and are eligible for access by the public. However, OPRA does exclude public access to certain types of information, including, but not limited to: trade secrets and proprietary commercial or financial information; administrative or technical information regarding computer hardware, software and networks which, if disclosed, would jeopardize computer security; security measures and surveillance techniques which, if disclosed, would create a risk to the safety of persons, property, electronic data or software; and information which, if disclosed, would give an advantage to competitors or bidders.

Accordingly, bidders that wish to designate particular information in their submissions as exempt from disclosure under OPRA, as discussed above, must designate or highlight that information in their submissions. To the extent that the information designated or highlighted by the bidder satisfies an appropriate OPRA exemption, the NJSDA will redact that information from any disclosures made pursuant to any future OPRA requests.

14. **QUESTION:**

Is the ADA absolutely necessary to comply by?

ANSWER:

To the extent that the Scope of Services included in the RFP implicates the requirements of the Americans with Disabilities Act (“ADA”), compliance therewith is required.