



# Request for Proposal

## # 2022-RFP-155

### FOR: Microsoft Cloud Development & Support Services – Microsoft Partner Collection

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">Section 1.3.1</a> of this RFP for more information.)	March 3, 2023	01:00 PM ET
<b>Pre-Proposal Conference</b> (Refer to <a href="#">Section 1.3.2</a> of this RFP for more information.)	Not Applicable	Not Applicable
<b>Site Visit</b> (Refer to <a href="#">Section 1.3.3</a> of this RFP for more information.)	Not Applicable	Not Applicable
<b>Proposal Submission Date</b> (Refer to <a href="#">Section 1.3.6</a> of this RFP for more information.)	March 21, 2023	01:00 PM ET

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

Designation	Status	Category
<b>Small Business Set-Aside</b>	Not Applicable <input checked="" type="checkbox"/>	Not Applicable <input checked="" type="checkbox"/>
	Entire Contract <input type="checkbox"/>	I <input type="checkbox"/>
	Partial Contract <input type="checkbox"/>	II <input type="checkbox"/>
	Subcontracting Only <input type="checkbox"/>	III <input type="checkbox"/>
<b>Disabled Veteran-Owned Business Set-Aside</b>	Not Applicable <input checked="" type="checkbox"/>	
	Entire Contract <input type="checkbox"/>	
	Partial Contract <input type="checkbox"/>	
	Subcontracting Only <input type="checkbox"/>	

**RFP Issued By:**

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

**Date:** 2/27/2023

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# **1.0 INFORMATION FOR BIDDERS**

This Request for Proposals (RFP) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit Proposals from up to five (5) well qualified Information Technology consulting firms for Microsoft Cloud Development and Support Services.

## **1.1 PURPOSE AND INTENT**

The purpose of this RFP is to solicit Proposals from well qualified Information Technology consulting firms to provide Microsoft Cloud Development and Support Services as more fully set forth in the Section 3.0 Scope of Work of this RFP.

The successful firm(s) will be required to assume responsibility for the efforts as required in this RFP. The successful firm’s responsibilities will include, but not be limited to, building out its Microsoft Cloud presence further outlined in Section 3.0 entitled the Scope of Work. The Scope of Work is intended as a guide for the proposer to understand the overall basic requirements of the contract(s) and is not intended to identify each specific activity of work that is needed or desirable.

The Authority is seeking proposals from well qualified firms in order to have in place multi-year partners with expert knowledge of Microsoft products and that can provide ongoing and continuous support with programming, and counsel. The Authority has an ongoing need to build out its Microsoft Cloud presence by:

- expanding the customization to the Dynamics CRM 365 Platform;
- linking data to documents. adding security and apply document retention policies by further integrating the out of the box functionality between SharePoint 365 and Dynamics CRM;
- migrating legacy files to SharePoint through automation;
- grow Portals to host all program applications delivered by the EDA and create additional customer interfaces;
- data deduplication of account and contact records;
- enhance integration of Dynamics 365 to existing or new financial system;
- better integrate the Office 365 platform into workflows;
- recode existing workflow programs to use the Power Platform;
- develop a long term migration strategy for legacy Great Plains Accounting to Dynamics 365;
- examine the Microsoft Cloud security mechanism in place;
- review and recommend cloud transformation through Custom off the Shelf (“COTS”) software to handle financial transaction data that supports CRM project data and programs; and,
- assess systems in order to propose other process improvement recommendations.

EDA is seeking proposals from well qualified firms to work with EDA ITS staff through each of these projects and additional ad-hoc solutions that may emerge during the engagement.

This Solicitation is to augment and supplement the services provided under the 2021-RFP-057 Microsoft Cloud Development and Support Services, awarded to Spruce Technologies. Vendors are cautioned that this new Solicitation addresses the Authority’s current requirements. This new procurement is based on additional needs and priorities of the Authority.

Proposers should note that the awarded Contractor(s) resulting from this RFP will be engaged through Task Order Requests (TOR), as detailed in Section 3.5.2.

The intent of this RFP is to award up to five (5), three (3) year contracts, each with two (2), one (1) year extension options, (up to five (5) contractors) if deemed necessary by the Authority and

dependent upon funding, to the responsible Proposer(s) whose Proposal(s), conforming to this RFP is most advantageous to the Authority, price and other factors considered.

In accordance with applicable law, the Authority reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Authority, price and other factors considered.

The Authority's Contracts for Professional Services, please refer to Exhibit A, are in addition to the Terms and Conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

Pursuant to N.J.S.A. 52:32-60.1, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealing with businesses associated with Belarus or Russia, a Proposer must certify prior to executing a newly awarded contract it is in compliance with the requirements of N.J.S.A. 52:32-60.1. This is satisfied by submitting the form referenced in this RFP Section 4.2.3.17. For additional information, please reference:

<https://www.njleg.state.nj.us/bill-search/2022/S1889/bill-text?f=PL22&n=3>

## **1.2 BACKGROUND**

The EDA serves as the State's principal agency for driving economic growth. The Authority is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents and provide pathways to a stronger and fairer economy. Through partnerships with a diverse range of stakeholders, the Authority creates and implements initiatives to enhance the economic vitality and quality of life in the State and strengthen New Jersey's long-term economic competitiveness.

Since its inception in 1974, the Authority has provided billions of dollars in assistance to numerous projects within the State. These projects have created almost a half million jobs. In 2020, the Authority provided over \$628 million dollars in assistance to 42,708 projects and created more than 600 new full-time jobs.

At times there may be a requirement to work with other EDA Partner firms, Microsoft or EDA Technical staff to coordinate development efforts and what and when items completed items get promoted to Production. A standing weekly meeting might also be required wherein at least one Project Manager, Business Analyst and a Developer will be required to attend.

## **1.3 KEY EVENTS**

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

The Authority will electronically accept written questions and inquiries from all potential Proposers via the web at [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com) by the date and time shown on Page 1 of this RFP. Phone calls and/or faxes shall not be accepted.

The subject line of the e-mail should state:

#### **QUESTIONS-2022-RFP-155 – Microsoft Cloud Development and Support Services – Microsoft Partner Collection**

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

- B. A Proposer must not contact the Authority's requesting department or any other staff/board member directly, in person, by telephone or by e-mail concerning this RFP **prior to the final award**. Any contact made outside of emailing inquiries via [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com) will result in disqualification of the Proposer's Proposal;
- C. All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority's website, <https://www.njeda.com/bidding/> as a separate file attachment, or incorporated into a revised, posted RFP, after the posted cut-off date for electronic questions and inquiries indicated on the RFP cover sheet; and
- D. Any Amendment to this RFP will become part of this Solicitation and part of any Contract awarded as a result of this RFP.

**1.3.1.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES**

Questions regarding the Authority's Contract for Professional Services, please refer to Exhibit A, and exceptions or modifications to its mandatory requirements **must be requested by the Proposer during this Electronic Question and Answer Period** and should contain the Proposer's suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen form of the Contract and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer's Proposal.

**1.3.2 PRE-PROPOSAL CONFERENCE**

Not applicable.

**1.3.3 SITE VISIT**

Not applicable.

**1.3.4 PROJECTED MILESTONE DATES**

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

Pre-Proposal Conference:	Not applicable
Q&A Period Ends:	Friday March 3, 2023 1:00p.m. ET
If required, Addendum:	On or about Friday March 10, 2023 1:00p.m. ET
Proposals Due:	Tuesday March 21, 2023 1:00p.m. ET
Estimated Recommendation for Award:	Friday May 19, 2023
Estimated Contract Execution:	On or about Monday June 5, 2023

**1.3.5 TIMELY SUBMISSION OF PROPOSALS**

In order to be considered for award, the Proposal must be received by the Authority at the appropriate location by the required time. Proposals not received prior to the Proposal opening deadline, as indicated on the RFP cover sheet, shall be rejected. If the Proposal opening deadline has been revised, the new RFP opening deadline will be shown on a posted RFP Amendment.

### **1.3.6 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY**

In order to be evaluated and considered for award, the Proposal must be received by the Authority at the appropriate location and by the required time indicated on the cover sheet, either electronically or hard copy.

#### **1.3.6.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)**

Proposers should submit a complete, ELECTRONIC Proposal, in “read only” PDF file format using Adobe Acrobat Reader software that must be viewable by Authority evaluators.

The subject line of the RFP submission and any attachments are all to be clearly labeled.

EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format:

“(Proposer’s Company Name) - Bid Submission-2022-RFP-155 Microsoft Cloud Development & Support Services – Microsoft Partner Collection, and the (file/document title)”

All RFP electronic Proposal documents must be uploaded to the Authority’s ShareFile system via:

<https://njeda.sharefile.com/r-rd5cc1559668748e3b674514808098911>

**It is highly recommended that you initiate the upload of your bid Proposal/submission a minimum of four (4) hours prior to the Proposal Submission due date/time on the front cover** to allow some time to identify and troubleshoot any issues that may arise when using the ShareFile application. Technical inquiries may be directed to [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com).

**NOTE: Any bids received after the date and time specified shall not be considered.** All Proposal submissions, once opened, become the property of the Authority and cannot be returned to the Proposer. If a Proposer uploads multiple documents, the NJEDA will only consider the last version of the document uploaded, provided it is uploaded by the stated deadline.

#### **1.3.6.2 ELECTRONIC SIGNATURE**

Proposers submitting Proposals electronically may sign the forms listed in Section 4.0 Proposal Preparation and Submission – Requirements of the Proposer (Required Compliance Documentation Pre- and Post-Proposal Submission).

Pursuant to written policy, the Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Proposers submitting Proposals electronically, as signatory to the documents, may sign the forms listed in Section 4.2.4 (Section D - Requested Compliance Documentation Pre & Post Proposal Submission) of this Bid Solicitation, electronically, and agree to be bound by the electronic signatures. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the “Insert” ribbon at the top of the screen, then within the “Text” section go to the “Signature Line” and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer or; (2) Within Adobe Acrobat DC, go to the “Fill & Sign” “Stamps-Dynamics” or “Certificates” within the “Tools” ribbon and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer; or (3) Digital signatures from Adobe Acrobat DC or produced via similar signature authenticating program (i.e., DocuSign or similar software), which creates a security procedure/record attributable to the person signing.

By submitting an electronic signature, the Proposer is agreeing to be bound by the electronic signature.

Scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

This practice applies only to Proposals submitted electronically and the forms listed above. Both electronic signatures and scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

Proposers submitting Proposals in hard copy format must provide forms with original, physical signatures; otherwise the Proposal may be deemed non-responsive per Hard Copy Proposal Submission, Section 1.3.6.3.

### **1.3.6.3 HARD COPY PROPOSAL SUBMISSION**

If submitting a hard copy Proposal, a sealed Proposal must be delivered by the required date and time indicated on the cover sheet, in order to be considered for award to the following:

Steven Ferguson  
Procurement Officer  
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
36 WEST STATE STREET  
PO BOX 990  
TRENTON NEW JERSEY 08625-0990

The exterior of all Proposal packages is to be clearly labeled with the Proposal title, bid opening date and time, and the Proposer's Name and Address:

2022-RFP-155 – Microsoft Cloud Development and Support Services – Microsoft Partner Collection  
Tuesday April 11, 2023 1:00p.m. ET

Submit one (1) ink signed, original hard copy Proposal with all the required documentation and signatures in ink, and one (1) copy marked "COPY".

Proposals submitted by facsimile will not be considered.

**ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED, WILL BE AUTOMATICALLY REJECTED. THE AUTHORITY WILL NOT BE RESPONSIBLE FOR LATE POSTAL OR DELIVERY SERVICE. THE POSTMARK DATE WILL NOT BE CONSIDERED IN HONORING THE BID DATE RECEIPT AND TIME.**

The Authority shall not be responsible for any delivery/postal service's failure to deliver in a timely manner. A Proposer using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of Proposals since the U.S. Postal Service does not deliver directly to the Authority.

Directions to the Authority's Trenton location can be found at the following web address: <https://www.njeda.com/about/> at the bottom of the screen under the "Locations" section of the website.

Any Proposal received after the date and time specified shall not be considered, whether submitted electronically or in hard copy.



## 1.4 ADDITIONAL INFORMATION

### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE PROPOSER MUST LOCATE THE PROPOSAL NUMBER OF INTEREST AT <https://www.njeda.com/bidding/> - "Business Support Administrative Goods and Services - Bidding Opportunities".

There are no designated dates for release of Addenda. Therefore all interested Proposers should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the Proposal submission opening.

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

### 1.4.2 PROPOSER RESPONSIBILITY

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

### 1.4.3 COST LIABILITY

The Authority assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a Proposal in response to this RFP Solicitation.

### 1.4.4 CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT

The Authority, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1.1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the common law right to know. Subsequent to the Proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder. When the RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Proposal, a Bidder may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Proposal of any such designation should be clearly stated in a cover letter.

A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure.

Any proprietary and/or confidential information in the Bidder's Proposal will be redacted by the Authority. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential and will advise the Proposer accordingly. **The Authority will not honor any attempt by a Proposer to designate its entire Proposal as proprietary, confidential and/or to claim copyright protection for its entire Proposal.** Copyright law does not prohibit

access to a record which is otherwise available under OPRA. In the event of any challenge to the Proposer's assertion of confidentiality with which the Authority does not concur, the Proposer shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The Authority assumes no such responsibility or liability.

#### **1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT**

On the date and time Proposals are due under the RFP, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposals shall remain proprietary and/or confidential, pursuant to Negotiation and Best and Final Offer (BAFO) Section 6.8, until the Conditional/Notice of Intent to Award is issued.

NOTE: All Proposal submissions, once publicly opened, become the property of the Authority and cannot be returned to the Proposer.

#### **1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING**

A Proposer(s) may withdraw its Proposal as described below:

A Proposer(s) may request that its Proposal be withdrawn prior to the Proposal submission opening. Such request must be made, in writing, via e-mail to the Procurement Department at email: [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com), with a reference to company name, RFP number, RFP Title, a Proposal identifier if one was applied, Proposal submission date, and method of Proposal submission (i.e., electronic version or hard copy delivery). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

In the event the Proposer withdraws its bid Proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

If the withdrawal request is granted, the Proposer(s) may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal submission and at the place specified.

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

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity

between the unit price and extended price and the Proposer's intention is not readily discernible from other parts of the Proposal, the Procurement Department may seek clarification from the Proposer(s) to ascertain the true intent of the Proposal.

#### **1.4.7 JOINT VENTURE**

The Authority will **NOT** consider Proposals submitted by joint ventures, in the performance of the Work for this RFP.

Proposers shall note that any and all reference to "joint venture(s)", "joint venture partner(s)"/"joint venture partnership(s)" in any documents included as a part of the RFP specifications, exhibits or attachments shall be read as though the words are stricken and removed.

#### **1.4.8 SUBCONTRACTORS/SUBCONSULTANTS**

For purposes of this RFP, the Authority will consider Proposals submitted which may employ the use of Subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting contract.

See Proposer's Checklist – Subcontractor Utilization Form, complete & submit, if applicable.

The Contractor shall be fully responsible to the Authority for the acts and omissions of its Subcontractors and/or subconsultants, and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contracts Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Authority may exercise over the Contractor under any provision of the Contract Documents.

Proposers should note that the Contractor retains the sole and absolute responsibility for the management and supervision of all Subcontractors to a high quality of service. Such Subcontractors must possess a valid "Business Registration Certificate", as further detailed in "Section 4.2.4.5 Compliance – Business Registration Certificate" of this RFP. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors.

Nothing contained in this RFP and subsequent Contract shall create any contractual relation between any Subcontractor and the Authority.

#### **1.4.9 CONFLICT OF INTEREST**

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

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

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

The Authority's staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Authority, to request redefined Proposals from any entity responding to this RFP, to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Authority; or to request clarifications of any portion of the Proposal received. Further, the Authority's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's Proposal, regarding the requirements outlined in this RFP. The Authority retains the discretion to modify, expand or delete any portion of this RFP or terminate this RFP process at any time.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

**Addendum** – Written clarification or revision to this RFP issued by the Authority.

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

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

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

**Best and Final Offer or BAFO** – Pricing submitted by a Proposer upon invitation by the Authority after Proposal opening, with or without prior discussion or negotiation.

**Bid or Proposal** – Proposer's timely response to the RFP including, but not limited to, the technical Proposal, fully completed Fee Schedule, and any licenses, forms, certifications, or other documentation required by the RFP.

**Bidder** – An individual or business entity submitting a Proposal in response to this RFP.

**Board of Directors** – Responsible for the management of all New Jersey Economic Development Authority operations.

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

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

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

**Contractor** – The Bidder/Proposer awarded a contract resulting from this RFP.

**Chief Executive Officer (CEO)** – The Individual, or his/her designee, who has authority as the Chief Contracting Officer for the New Jersey Economic Development Authority.

**Designated Contract Manager** – Individual responsible for the overall management and administration of the contract and Contractor relationship.

**Director** – The Director of Procurement, New Jersey Economic Development Authority.

**Disabled Veterans' Business** – means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

**Disabled Veterans' Business Set-Aside Contract** – means a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

**Evaluation Committee** – A committee established, or Authority staff member assigned by the requesting department, to review and evaluate Proposals submitted in response to this RFP and to recommend a contract award to the CEO and/or the Board of Directors.

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

**Procurement (Procurement)** – The Department of the New Jersey Economic Development Authority responsible for the tasks and activities associated with procurement.

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

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

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

**No Charge** – The Proposer will supply an item on a price line free of charge.

**Proposer** - An individual or business entity submitting a Proposal in response to this RFP.

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

**Request for Proposal (RFP)** – This series of documents, which establish the bidding and Contract requirements and solicits Proposals to meet the needs of the Authority, as identified herein, and includes the Request for Proposal, Sample Contract, fee/price schedule, attachments and addenda.

**Retainage** – The amount withheld from the Contractor's payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

**Revision** – A response to a BAFO request or a requested clarification of the Proposal.

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

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

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services – (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 1221.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000

(Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201 (Category VI).

**Small Business Set-Aside Contract** – means (1) a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-19.

**State** – The State of New Jersey.

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

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

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

**TOR (Task Order Request)** – A Task Order is issued for the performance of tasks/services. In TOR-based solicitations, a TOR is a description of the individual task/service for which proposals and quotes will be solicited.

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

**Unit Cost or Unit Price** – All inclusive, firm fixed price charged by the Proposer for a single unit identified on a price line.

**Vendor** - An individual or business entity submitting a Proposal in response to this RFP.

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

### 2.1.1 CONTRACT-SPECIFIC DEFINITIONS

**Azure** – Microsoft Cloud Solution for building, testing, deploying and managing applications.

**CRM** - Customer Relationship Management.

**Custom off the Shelf (“COTS”)** – Developed software that can be customized or configured.

**Dynamic CRM 365 Platform – ERP** – Enterprise Resource Planning software that has CRM and is delivered through the MS Cloud Services.

**EnAble** – Financial and accounting software developed by TechPG.

**Final deployment** – Promoting developed code to a production environment for end user interaction.

**Great Plains Accounting** - Microsoft Accounting Software.

**ITS** – Information and Technology Services.

**Microsoft Cloud** – Microsoft managed data centers.

**OLA** – Custom built Online Application.

**Office 365** – Suite of Microsoft application software including Excel, Outlook, Word and others delivered by subscription.

**Portal 365/Power Pages** – Part of the Microsoft Power Platform Services.

**Power Platform** – Microsoft’s line of business intelligence, app development and app connectivity suite.

**Project Charter** – In project management, a statement of scope, objectives and participants.

**Project Implementation Plan** – Methodology and descriptive path to execute a method of operation.

**Service Level Agreement (SLA)** – agreement between service provider and client that determines quality, responsiveness and availability.

**SharePoint** – Web based collaborative platform integrated with Microsoft Office.

**Task Implementation Plan** – a section of a project implementation plan.

**User Acceptance Testing (“UAT”)** – A user tests developed software to determine if it has bugs.



## **3.0 SCOPE OF WORK – REQUIREMENTS OF THE VENDOR {CONTRACTOR}**

### **3.1 Project Background**

EDA is seeking proposals from well qualified firms in order to have in place multi-year partners with expert knowledge of Microsoft products and that can provide ongoing and continuous support with application development. The awarded Contractor(s) will work with EDA ITS staff through each of the following projects and additional ad-hoc solutions that emerge during the engagement. The Authority seeks to build out the ITS Microsoft Cloud presence, including but not limited to, the following work by the Contractor(s):

- explore Microsoft platforms other than Portals to launch small volume programs that allows the data to flow easily into Dynamics CRM 365.
- expanding the customization to the Dynamics CRM 365 Platform;
- assist in growing the Portals 365 to host most program applications delivered by the EDA;
- assist in creating additional customer interfaces;
- assist in creating better integration into the Office 365 platform into workflows;
- assist in recoding existing workflow programs to use the Power Platform;
- examine the Microsoft Cloud security mechanisms in place and recommend enhancements;
- assess systems in order to propose other process improvement recommendations.

The EDA recently concluded a protracted legacy system conversion that began in 2014 with the main focus around conversion of data and a custom built in house applications developed in the 1990s. Many changes to the EDA systems occurred during that period including the migration to cloud services and the Microsoft 365 environment. Several smaller but immensely important to the EDA daily functions still reside on premise at the Trenton location.

At the end of this multi-year project, COVID response took over the business focus and the EDA immediately and drastically altered the manner and capacity for program delivery. Many of the services required under this scope of work derived from COVID related responses, others are a need to support many new programs that have been entrusted to the EDA for delivery and the balance is derived from additional needs uncovered during the extended legacy conversion project. Further, the EDA currently maintains all Microsoft Enterprise licenses through the State of New Jersey public contracts and there are no plans to alter or change this model.

### **3.2 Geographic Restrictions – US Sourced Only:**

Interested Proposers shall note that in accordance with N.J.S.A. 52:34-13.2, ALL services and/or Work performed and/or provided during the term of the contract and any extensions thereto shall be provided in the United States. When contacting the Contractor for technical or User support, such initial point of contact shall be made directly with the Contractor, who shall maintain its offices in the United States. If such services cannot be provided within the United States, the Proposer shall address this specific service and present as a question during the “Questions and Answers Period” afforded for this solicitation. **NO EXCEPTIONS.**

The Proposer shall be required to substantiate his claim when presenting the question since such a request will require review by several State Agencies before a decision can be rendered.

Following award of the contract, if the Contractor is found to have moved, transferred or shifted any such services outside the United States, such action shall be determined to be deliberate and as such deemed a breach of contract. If, during the term of the contract and any extensions thereto, the Contractor, and/or subconsultant or subcontractor transfers the performance of any of the

services outside the United States, the contract shall be subject to termination for cause. **NO EXCEPTIONS.**

**3.3 EDA Review and Approval:**

Throughout the term of the contract and any extensions thereto, all work performed and deliverables achieved/submitted shall be subject to the final approval and acceptance of the EDA. The EDA, in its sole discretion shall determine whether such Work or Deliverable(s) meets its business operational requirements. Proposers are reminded that at a minimum, all Work performed under the resulting contract shall yield results, efficiencies and levels of accuracy which meet or exceed that which is presently achieved today under the existing systems. **NO EXCEPTIONS.**

Such EDA review and approval regarding acceptability shall include, but is not limited to:

- their ability to meet the EDA’s business operational requirements;
- the completeness of the Deliverable with respect to providing a sufficient level of detail to substantiate the proposed system design, redesign, and configuration;
- the business and technical functionality required;
- the accuracy of the Deliverable with respect to meeting the needs of the respective EDA Business Unit; and
- appearance and content, taking into consideration the respective business process workflow and satisfactory passing of User Acceptance Testing (UAT).

Only those Deliverables that satisfactorily pass User Acceptance Testing will be considered as “complete” and “in final form” thereby warranting proceeding to the next phase of the project work.

**IMPORTANT:** For purposes of this RFP and the resulting projects, the Proposer and subsequent Contractor shall note that use of the terminology “User Acceptance Testing”, “UAT”, “Successful Implementation” and “Final Deployment” are used to describe the point at which all systems, modules, configurations and customizations have been fully tested and validated to the EDA’s satisfaction and proven to yield performance and functionality equal or superior to that presently available in EDA systems, being replaced. The EDA, in its sole discretion, shall determine whether the system has yielded acceptable testing results to warrant “Final Deployment” which is the point at which the EDA will fully utilize the System to support its daily business operations, in lieu of any current systems in place.

**3.4 Project Objectives:**

The following are examples and potential business objectives and subsequent Deliverables of the Microsoft Service and Support project:

			<b>Grid 1</b>
<b>Task Description</b>		<b>Objective</b>	<b>Systems</b>
Build New Program Applications		Numerous aggressively tight 4 -6 week from Development cycle online applications from derived from full Visio wireframe with defined requirements & logic	Power Pages & Dynamics 365 <b>**Special Note**</b> Open to any suggestions for a delivery mechanism that has rapid development possibilities that can handle large volume at times.
Improve and increase usage of CRM workflows		Improve Business Continuity	Dynamics 365
Architect and Develop use of Portals for program applications		Retire legacy in-house Online Application	Power Pages and Dynamics 365

Expand Customer Portal usage	Allow Full Service Portal for Customers	Power Pages, Dynamics 365, Enable Financial System or Replacement
Review, Corrective Plan and Implement general MS Security, PII and Data Policies	Improve EDA Security and secure all data by role	All Microsoft Deployed Solutions and Systems
Ongoing Development, Consulting, Service and Support as required for Business Continuity for the EDA for all Microsoft Systems for the life on the contract by Task Order	Improve Business Process and Procedures, Keep all systems current and Best in Class	All Microsoft Solutions and Systems

The EDA plans to address both its business and technology needs through the implementation of the processes listed above. The Proposer must consider the business and technology objectives / goals noted below when preparing its proposal, since these directly correlate to the requisite Deliverables and Scope of Work. Additionally, the EDA seeks to:

- further streamline the EDA's core administrative and financial processes through business process re-engineering;
- standardize business processes and practices to the extent such standardization is possible, is feasible, or makes sense;
- eliminate activities that add no value, such as redundant data entry and reconciliation of data;
- assess the unmet needs of and gather business requirements of the various departments;
- make data / information more readily available, as appropriate, to all state agencies, local governments, the general public, and the business community.
- simplify and integrate the EDA's core system infrastructure;
- eliminate independent department-level systems which perform functions that can and should be performed by "core" systems, such as a CRM system;
- utilize the CRM system as a business backbone or foundation upon which to assess, re-engineer, and automate additional business functions in the future, in an integrated fashion.

### **3.5 Project Overview / Deliverables:**

In an ongoing effort to better support its Customers, streamline its business processes and improve efficiencies, the EDA requires the services of well-qualified Information Technology Consulting Firms with demonstrated expert experience in providing, configuring, implementing Microsoft Dynamics CRM 365, interfaced with several third-party systems, such as Commercial Loans, in a multi-site environment. Proposers shall note that the EDA shall not consider any third-party solutions which are on premise or cannot be hosted in the Azure Cloud space.

During the term of the Contract and any extensions thereto, the Contractor is to provide the following Deliverables, summarized as follows:

- A. Deliver on potential business objectives and items in Grid 1 in Section 3.4 above, listed as examples.
- B. Expand the EDA's Microsoft Services platform to support any business areas in the EDA that currently have minimal system support.

C. Update any processes currently handled manually can be automated by utilizing any of the Microsoft Cloud solutions.

As such, considering the requisite technology tools required, the Proposers are to consider, address and provide the following products, services and Deliverables:

- Delivering program applications through Portals and explore alternative methods that might offer faster to production development and delivery.
- Business Process Analysis and Re-Engineering of business operations, as appropriate and approved;
- ongoing software maintenance and support; and
- project team training & End-User training tools and software.

It is expected that the project(s) will be accomplished in multiple phases over multiple years some concurrently as deemed appropriate and approved by the EDA, in its sole discretion, and as detailed in the finalized and EDA-approved Project Implementation Plan. Proposers are directed to carefully read this RFP for additional detailed information regarding the work to be accomplished in every phase, however; a brief overview is provided as follows:

### **3.5.1 Tasked Work Requirements**

At a minimum, each phase will consist of the following Work and related Deliverables:

- the business process analysis document(s) described above; and
- taking into consideration and including all business requirements provided to the Contractor by the EDA or those prepared by the Contractor in conjunction with the EDA, resulting from any recommended and approved business process re-engineering efforts provided, as described herein.

### **3.5.2 Task Order Request (TOR) Process**

Contractors will be utilized on an as-needed basis pursuant to the following engagement process. Proposers should note that awarded Contractors resulting from this RFP will be engaged through Task Order Requests (TOR) and during the term of the contract, the Authority will require tasks/services from the Contractor.

The Authority may issue additional requirements to the Contractors detailing a specific project requirement in a Task Order Request (TOR) (please refer to Exhibits B1, B2, and B3). The Contractors will be required to respond to each TOR describing its strategy in completing the services required as follows:

A. As to the Microsoft Cloud Development & Support Services, the Authority will conduct a mini-evaluation among the pool in order to select the vendor. The Chief Information Officer (CIO) (or his designee) will (i) issue a TOR detailing the goals of the specific task and any task specific requirements that must be addressed in the TOR response; (ii) vendors will provide responses directly addressing the specific requirements and how they will accomplish the goals; and (iii) the Chief Information Officer (CIO) (or his designee) shall review, evaluate and rank vendor's responses based upon the strength of the underlying proposals in relation to the requested services and required expertise. Given this mini-evaluation process, there is no guarantee that a vendor will be awarded a TOR throughout the duration of this contract.

B. The TOR, Exhibit B1, will specify any required deadlines.

C. The TOR will address the work and services to be provided.

D. The Contractor must review the TOR to determine that no conflict of interest exists for the services, then return a signed Task Order Request (TOR) – Conflict of Interest Certification Statement, Exhibit B2, to the Authority’s Designated Contract Manager within one (1) to three (3) business days.

E. If no conflict exists, the Contractors must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority’s Designated Contract Manager within five (5) business days. The TOR Vendor Response Form, Exhibit B3, shall include a cost estimate in accordance with the Contractor’s submitted Fee Schedule. After evaluation, the Authority may enter into negotiations in order of the rankings determined by the Chief Information Officer (CIO) (or his designee). Multiple rounds of negotiations may be conducted with one Contractor or multiple Contractors if agreement with the highest ranking TOR response cannot be reached. Negotiations will be structured to safeguard information and ensure that all Proposers are treated fairly.

F. Any adjustments to hours or positions/titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority’s Designated Contract Manager, at his/her sole discretion. For each TOR, the Contractor will be asked to submit a not-to-exceed total price, based on the hourly rates specified on the Fee Schedule for the Position/Title listed and the total number of hours each Position/Title will require to complete the services. Billing will be based on actual hours expended on a given project, as provided on the TOR. Pricing shall remain firm throughout the term of the contract and any extensions, thereto.

G. It is further understood that the Authority is under no obligation to solicit responses to the TORs and/or retain the Contractor for any Additional Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto.

H. No work may begin until the Authority issues a written notice to proceed to the Contractor.

### **3.5.3 Tasked Deliverables**

The Contractor(s) shall, at a minimum, provide the following Deliverables after a Task Order is written up describing full scope of work, hours and rates for each consultant, total hours and full estimate signed by appropriate EDA staff and the Contractor(s). These Task orders can be modified by confirming emails that may change requirements scope, hours, and costs:

Business Process Analysis documents for item listed in Grid A in Section 3.4. These documents will later become the basis for development or alterations of User and Administrator Manuals, which are also a required Deliverable within this Scope of Services.

Documents outlining and detailing the technical architecture, business functional architecture, and conversion for the Enable system to the Financial Module will outline in detail the following:

- Workflow documents using swim lanes for each department within the EDA which provide:
- User input steps in written language;
- Gantt Project timeline using Microsoft Project or similar product;
- flow charts using Microsoft Visio or other commercially available flowchart software program;
- Users involved in the creation and design of the workflow to ensure accuracy; and
- any software tools, systems, applications involved in the workflow.
- business and process assessment and architecture;
- workflow / process analysis, to specifically address and document:

- Technical Documents, to include system administration documents, which detail and explain how the third-party modules function;
  - Standard Glossary of Terms that will standardize project terminology and specifically include and reference any configurations and customizations installed;
  - a detailed set of Test Scripts, developed as a result of or in parallel with the workflow documents that are produced;
  - a “Gaps List” document detailing any changes the Users may request or recommend regarding existing processes, steps, workflows, or jobs that are incorrect or which require refinement, automation of the process or re-evaluation; and
  - A Final Report detailing the findings of the process analysis, to include all major issues and / or concerns highlighted and explained in detail with a recommended solutions / process improvements provided for each.
  - User Acceptance Testing, to evidence and demonstrate completed task, at a minimum, meets or exceeds all business operational and functional requirements, as were previously accommodated and managed through the legacy and / or ancillary systems.
- 
- Will provide a detailed Test Strategy and Test Plan will be provided, which outlines the manner in which the testing will be done, what the acceptance criteria are for moving the systems into production, and what approach, specifically by phases, milestones, benchmarks, etc. the testing will adhere to;
  - Provide a commercially available Test Tool product to objectively and independently validate and substantiate all testing results;
  - Provide a detailed Set of Test Scripts based on all of the business and functional requirements, either supplied to the Contractor, by the EDA or that will be prepared by the Contractor, in collaboration and cooperation with the EDA’s staff.
- 
- Conduct at least two (2) User Acceptance Tests subject to review and approval of the EDA. At least one (1) test script linked to each business or functional requirement or both must evidence that the business operational requirement(s) have been satisfied and functions according to test script specifications.
    - **IMPORTANT:** To be considered a successful and EDA - accepted User Acceptance Test, no “fatal flaws” / errors shall be detected and the overall test must yield a score / rating acceptable to the EDA’s ITS staff and / or respective Business Unit / Department staff. For purposes of this RFP, a “fatal flaw” is defined as one in which a system crash occurs, a failure occurs thereby preventing the process / transaction to flow to the next step or in which the workflow stops or cannot be completed. A “fatal flaw” is further defined as one in which the system or any third-party module does not adequately / accurately replicate the existing business processes or provide the same or improved functionality to ensure the same level of quality and accuracy, as it exists.
- 
- Prepare detailed Test Results Documents in which the test scripts are collected and scored according to the EDA’s expected results of testing, the regression testing done, bug fixes are implemented and retested, etc. so that a clear view of the level of “suitability.”
  - Conduct all testing, regression testing, and any additional development work necessary to advance to live production. Such testing must be completed and accepted by the EDA, before the live production date is scheduled, data migration is done, and all systems are determined suitable and accepted for live production.

### **3.6 Information Technology Environment at the EDA and Locations:**

The EDA maintains a hybrid on premises and cloud based environment. The Authority has multiple satellite offices that connect to a central datacenter or to cloud based applications. EDA largely uses a Microsoft Office 365/Azure/AD based environment.

### **3.7 Project Approach / Related Project Management Deliverables:**

When preparing the proposal, Proposer(s) must consider the following Deliverables regarding its Project Approach and Project Management of each Task and shall evidence and demonstrate the following requirements in its proposal. The requirements shall become Deliverables required of the Contractor.

#### **3.7.1 Lead Project Manager:**

Due to the critical importance of the undertaking, the EDA requires the successful Contractor to provide dedicated Lead Project Managers to manage the Microsoft Service and Support project. The Lead Project Managers shall possess at least five (5) years experience in performing these account management functions, as a Lead Project Manager, on similar-sized accounts managing similar-sized budget monies. The Contractor must evidence this experience through the proposed individual's resume, as well as provide three (3) references from former clients for which the proposed individual served as a Lead Project Manager.

In addition to the dedicated Lead Project Managers, the Proposer must indicate a staff employee who will serve as a "Assistant" Project Manager, in the absence of the dedicated Lead Project Managers. The "Assistant" Project Managers will assist the Lead Project Managers under normal business circumstances and will assume its project management responsibilities in the absence of the Lead Project Managers, whether such absence is the result of vacation, illness, familial matters, etc., regardless of reason or duration. The "Assistant" Project Managers must possess at least three (3) years experience in performing these project management functions, on projects of similar size, scope and complexity. The Proposer must evidence this experience through the proposed individual's resume, as well as three (3) references from former clients for which the proposed individual served as a Lead Project Manager.

Proposer(s) shall note that the following positions shall be direct, full-time employees of the Proposer and shall not be subcontracted staff:

- Senior Executive / Manager
- Project Manager
- Business Analyst
- Business Data Architect
- Lead Developer Dynamics CRM 365
- Lead Developer Power Platform (Portals)
- Developer - Standard All Platforms
- Reports Developer All Platforms
- UAT/Testing Script Manager

Proposers should note that only the Lead Project Manager must be dedicated to the project. The Back-Up Project Managers and other key positions do not have to be fully dedicated, but rather current and apprised of the current project status, at all times.

In the event that the Lead Project Managers do not possess this critical certification; then the Project Team / Staffing Chart shall be comprised of technically qualified individuals, who

collectively shall possess the certifications indicated below and shall submit evidence of same with the individuals' resumes.

### **3.7.2 Project Charter:**

The Project Charter will outline the general approach to design, configuration, customization, testing, training, documentation, etc. for the task from inception to Final Deployment, with sufficient detail at the task levels in the Plan, to quantify the amount of effort (i.e. number of positions, corresponding hourly rates, etc.) and the Project Timeline (i.e. the length of time spent on each task, for both the Contractor's and EDA's staff positions). We expect a Go Live date to be set after a review of all requirements and there will be no acceptable deviation from that date without approval from the EDA.

### **3.7.3 Project Implementation Plan:**

At a minimum, the Contractor shall submit a Project Implementation Plan which will address the following requirements:

- develop a Task Implementation Plan – to include standards, risk management, issue management, change management, communications, etc.. The Task Implementation Plan should be generated using a standard project management type of software, such as MS Project or a similar application;
- plan, schedule and manage project timelines and Deliverables to ensure timely implementation of the task and any third-party systems to be obtained and project completion;
- provide details of how of the Project Team Training and product education to be conducted;
- identify the success criteria of the Task implementation, as well as the roles / responsibilities, communication protocols, document control methodology, schedule management, and quality assurance management plans.

As part of the project management and the Project Implementation Plan, the Contractor will:

- manage critical human interfaces and bi-weekly meetings with the EDA Users, proposer staff, and subconsultants (i.e. third-party system providers) , to ensure that timely advancement of the concurrent developing Task and adherence to the Task milestones occurs;
- attend and participate in all meetings, generate and distribute meeting minutes;
- follow-up on meeting action items to ensure progress and issuance of a revision to the Project Implementation Timeline, if necessary, with the concurrence of the EDA's Designated Contract Manager, CIO and Sr. Vice President - Operations;
- develop and provide a written monthly "Task Status Reports", to be presented to Senior Management, the EDA's Designated Contract Manager, CIO, Sr. Vice-President - Operations and staff, as identified, which addresses accomplishments, obstacles, root cause analysis, corrective action, as well as revision to the Project Implementation Plan, if necessary.

### **3.7.4 User Acceptance Testing:**

The Contractor shall conduct extensive User Acceptance Testing of all aspects of the systems. At a minimum, the Contractor shall:

- test and validate all customized code, database changes and customized reports using both static and dynamic methodologies. The EDA will ensure that staff from the ITS and other affected User Departments are available to participate in these testing processes. At a minimum, the static testing will include business process /



workflow walkthroughs with the EDA's staff, whereas the dynamic testing will be initially conducted by the Contractor and later, will include EDA staff (i.e. to include ITS programmers and the Business Units which will utilize Microsoft Systems and other third-party systems, as may be installed);

- prepare and submit a written report detailing and summarizing each testing effort, the results, troubleshooting efforts, root cause analysis and corrective action implemented.
  - **IMPORTANT:** Any corrective action is subject to review and approval by the EDA's CIO / Designated Contract Manager PRIOR to implementing such corrective action.
- ensure access to all requisite information needed for the daily business operations and management of the core business, to include any requisite reports, as identified by the EDA have been created, validated and are available to the respective Department Users before any "Go Live" date;
- assume responsibility for addressing, resolving and correcting at no additional charge, any defects not detected during final User Acceptance Testing, which are identified "post-implementation" and that they are corrected at no additional charge.

### **3.7.5 Documentation – Training Manuals:**

The Contractor shall provide the EDA with complete documentation for any development related to a Task, as configured and / or customized for the EDA, which, at a minimum, will include:

- Electronic versions of any User & Technical Manuals detailing and documenting all features and functions of the completed Task installed and implemented. These manuals shall be of sufficient detail and include any configurations / customizations to the systems made on behalf of the EDA, and shall provide a thorough and complete knowledge transfer to the EDA's ITS staff, thereby enabling these manuals to be used in maintaining the system changes; and
- Ongoing / Updated User & Technical Manuals (on-line and digital versions) – the Contractor shall provide ongoing and updated User and Technical Manuals reflecting and detailing any and all revisions, modifications, upgrades, customizations and / or service patches installed and implemented. Such documentation must be presented to the EDA's Designated Contract Manager CIO and Sr. Vice-President- Operations, at the time the change or modification is tested in the test / developmental database, for review and approval. In the event such documentation is not clear, the EDA reserves the right to require modifications or enhancements to the documentation, to ensure that it is a useful and meaningful tool to Departmental Users / staff, at no additional charge.

This Deliverable shall be ongoing throughout the term of the contract and any extensions thereto and shall include providing updated documentation relative to any service patches, fixes, upgrades, etc. Such ongoing revised documentation shall reflect, in detail, any applicable configurations and / or customizations to any of the systems provided under the contract.

### **3.7.6 User Training:**

The Contractor shall provide the EDA with customized, hands-on virtual classroom style training to all Users, in all aspects of developed Task, to include interfaces with existing systems. At a minimum, the Contractor shall:

- ensure that all EDA employees have been adequately trained to ensure an overall competency in the use of the code changes and additions, as well as any additional third-party systems that may be installed or other such technology tools;
- participate in the training sessions provided to every staff member assigned a login under the security module, to validate and ensure compliance with the business processes and workflows identified and implemented, as well as those already in place.
- ensure the complete transfer of technical knowledge to the EDA's ITS System Administrator(s) and / or designated ITS staff members for ongoing support once in production, to include all security access and creation / modification of security access to Users, by group, object, and field.

To address the training needs of new-hires, promotions, cross-training etc., Proposers shall note that the EDA intends to record the training sessions via the Microsoft as it may determine most appropriate, and utilize the training, as needed for all EDA staff, at a later date. Such recording shall become the sole property of the EDA and the Contractor shall not retain any rights to nor shall it be compensated for such recorded training sessions, regardless of extent of use.

### **3.7.7 Technical Support:**

**For technical support required of the EDA like new accounts and permissions, all requests are to be emailed to [help@njeda.com](mailto:help@njeda.com) This should include First Name, Last Name, MFA text or call number, Role, and specified access permissions that should only include areas where the consulting resources is required for the immediate work that is being provided. It is expected that the consulting vendor will provide full onboarding and the contractor/employee should have at least 60 days working for the firm that does not include EDA experience.**

Recognizing that not all Proposers offer comparable Service Level Agreements (SLAs) and in the interest of ensuring that all proposals are evaluated "fairly and equitably", Proposers shall consider the following requirements / Deliverables as the minimum acceptable levels of performance regarding the EDA's needs for Technical Support Services for the Microsoft 365 Cloud Systems, as well as any ancillary third-party modules purchased and installed.

For purposes of this RFP, "response time" shall be defined as the acceptable time interval between the EDA's initiating a request for support and the Contractor's staff member responding to that request and directly making contact with the EDA staff member. The Contractor's staff member shall make contact with the EDA's designated ITS staff member and shall directly speak with the individual who initiated the request for support or with the EDA's CIO, within the following response intervals, as designated below, for calls initiated at ANY time whether during normal business hours, outside of business hours, weekends or holidays:

- CRITICAL- the Contractor shall provide a one (1) hour response time for issues classified as Critical.
- HIGH PRIORITY- the Contractor shall provide a two (2) hour response time for issues classified as High Priority.
- MEDIUM PRIORITY- the Contractor shall provide a four (4) hour response time for issues classified as Medium Priority.
- LOW PRIORITY- the Contractor shall provide an eight (8) hour response time for issues classified as Low Priority.
- GENERAL SERVICE REQUEST/Help Desk Tickets - the Contractor shall provide a twenty-four (24) hour response time for issues classified as General Service Request.

Acceptable Resolution of a problem shall be defined as the Contractor's acknowledgement of the issue as a known or pre-existing issue and definition of the problem with either an EDA -approved temporary work around or a permanent solution.

Permanent Corrective Action shall be identified by the Contractor and implemented, so that the system shall be restored to full functionality as follows:

- CRITICAL and HIGH PRIORITY – resolved within no more than twenty four (24) hours of the initial support call.
- MEDIUM PRIORITY – resolved within two (2) business days from the initial support call.
- LOW PRIORITY and GENERAL SERVICE REQUEST CALLS – resolved within four (4) business days from initial support call.

**IMPORTANT:** Proposers shall note that when considering the requirements for Technical Service and Service Levels, detailed as Items #1 – 5 above in this section, shall be considered firm “Deliverables” against the resulting contract. A voicemail message, e-mail or automated e-mail response acknowledging that a request for Support has been received by the Contractor, shall not be considered nor accepted as an appropriate response to the EDA's technical needs. Failure to provide adequate support, as defined above, in two (2) or more incidents identified as “Critical” or “High Priority” may result in cancellation of the contract for non-performance.

**Further, the EDA, in its sole discretion, shall determine the level of severity of the problem, based on the impact on its business operations and the Contractor shall be required to respond, accordingly.**

Proposers shall submit a signed statement affirming that they shall meet or exceed these Technical Support Levels of Performance requirements as indicated above, to evidence that the Proposer's Service Level Agreements (SLAs) are consistent with the parameters detailed above.

**IMPORTANT:** Any questions regarding or exceptions to be taken regarding these minimum service levels shall be addressed by the Proposer by submitting a Question during the “Questions and Answers Period” afforded for this RFP.

**IMPORTANT NOTE REGARDING SOFTWARE UPGRADES:** During the term of the contract and any extensions thereto, the Contractor shall provide either directly or through such arrangements as it may make with Microsoft regarding Microsoft Dynamics 365 Cloud systems and the respective third-party software system providers that such software system provider(s) shall provide all upgrades, patches, fixes for bugs, etc. to the EDA. NO EXCEPTIONS.

### **3.8 Right to Expand, Reduce or Cancel Services:**

The above “Scope of Services / Deliverables”, represents a broad overview of the requisite Consulting Services and resulting Work. The EDA, in its sole discretion, reserves the right to recommend and make changes to the Contractor's overall approach to address and satisfy its business operation needs, if deemed necessary and appropriate. For instance, the EDA's Designated Representative may determine that the Contractor staff employee(s) assigned to perform the requisite services may not be meeting the acceptable levels of performance and a

replacement staff employee(s) is needed to better meet the needs of the EDA. As such, the Contractor may be required to make adjustments to the services to be provided or staffing assigned to the project, as outlined herein, to better meet the objectives of the project and the EDA.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER**

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

### **4.1 GENERAL**

In accordance with applicable law, proposals that conflict with those terms and conditions contained in this RFP or the Authority's Contract for Professional Services, Exhibit A, as may be amended by addenda, or that diminish the Authority's rights under any contract resulting from the RFP will result in the entire Proposal being rejected. The Authority is not responsible for identifying conflicting terms and conditions before issuing a contract award. In the event that prior to the notice of intent to award, the Authority notifies the Proposer of any such term or condition and the conflict it poses, the Authority may require the Proposer to either withdraw it or withdraw its Proposal.

After award of contract:

- A. if a conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the Authority's Contract for Professional Services, Exhibit A and/or the Authority's RFP will prevail; and
- B. if the result of the application of a supplemental term or condition included in the Proposal would diminish the Authority's rights, the supplemental term or condition will be considered null and void.

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

Use of URLs in a Proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP.

#### **4.1.1 NON-COLLUSION**

By submitting a Proposal and signing the Signatory Page, the Proposer certifies as follows:

- A. The price(s) and amount of its Proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Proposer or potential Proposer;
- B. Neither the price(s) nor the amount of its Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other entity or person who

is a Proposer or potential Proposer, and they will not be disclosed before the Proposal submission;

- C. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal;
- D. The Proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal; and
- E. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

**The forms discussed herein for Business Support Administrative Services Bidding Opportunities and required for submission of a Proposal in response to this RFP are available on the Authority's website at <https://www.njeda.com/bidding/> see RFP Proposer Checklist – 2022-RFP-155 Microsoft Cloud Development and Support Services – Microsoft Partner Collection, unless noted otherwise.**

## **4.2 PROPOSAL CONTENT AND SUBMISSION ORDER**

Submit a Proposal in three (3) volumes (i.e., upload separate electronic volumes; or, if submitting in hard copy, submit in separate folders or binders). One (1) volume must contain the **mandatory** compliance documentation. One volume must contain only the **mandatory** Fee Schedule. The additional volume must contain, at a minimum, the **mandatory** portions of the Proposer's Proposal. If the Proposal is extra large in size, submitting multiple additional volumes for the Technical Proposal is permissible.

**If a Proposer's Proposal does not conform to the requirements and fails to provide all mandatory submissions by the date and time of bid opening, the Proposer's Proposal will be rejected as being non-responsive for non-compliance of mandatory requirements.**

### **Technical Proposal Volume**

Technical Proposal. Please reference Section 4.2.1 in this RFP. Do not include pricing in this Volume.

### **Pricing Volume**

Fee Schedule. Please reference Section 4.2.2 in this RFP.

### **Compliance Volume**

Please reference all Subsections in Section 4.2.3 in this RFP and also reference the Proposer's Checklist attachment accompanying this RFP for items that are **mandatory submissions** and those that are required **prior to** Contract Award.

#### **4.2.1 TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL)**

In this section, the Proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. The Proposer shall describe its approach and plans

for accomplishing the work outlined in the Scope of Work, Section 3.0. The Proposer must include information relating to its organization, personnel, and experience evidencing the Proposer's qualifications and capabilities to perform the services required by this RFP.

The Technical Proposal must, at a minimum, contain the information below and be submitted in the following order:

- I. Cover Letter (Optional)
- II. Management Overview and Technical Approach to Achieve the Scope of Work;
- III. Organization Chart, if applicable and not a sole proprietor;
- IV. Key Team Member List, if applicable and not a sole proprietor;
- V. Resumes of Key Team Members;
- VI. References of Key Team Members;
- VII. Description and Documentation of Proposer's Prior Experience and Qualifications; and
- VIII. Financial Capability of the Proposer.

The Proposer should include the level of detail it determines necessary to assist the evaluation committee in its review of Bidder's Proposal.

**I. Cover Letter (Optional)**

All Respondents should submit a cover letter, which includes the full company name and address of the entity performing the services described in this RFP, and the name, e-mail address and telephone number for the individual who will be the primary contact person for the responding Proposer for this engagement. Also indicate the state of incorporation, whether the Proposer is operating as an individual proprietorship, partnership, or corporation, including the identification of any and all Subcontractors/Sub-consultants.

**II. Management Overview and Technical Approach to Achieve the Scope of Work**

- A. The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format, in order to convince the Authority that the Proposer understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the Proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved;
- B. The Proposer shall provide a discussion/rationale for why the Proposer's approach(s) will best meet the needs of the authority; and
- C. The Proposer shall also set forth a detailed work plan indicating how each task in the Scope of Services, Section 3.0, will be accomplished, including an outline of a proposed meeting schedule with Authority staff and timeline for key milestones and ability to complete the scope of work within the maximum timeline.

**III. Organization Chart, if applicable (not required for a sole proprietor)**

Provide an organization chart that must include all key team members, their labor category, and titles for this engagement. For the purposes of this engagement, a "key team member" identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the Proposer has access to additional professional resources, such as Subject Matter Experts (SMEs), who are technically and/or professionally qualified, the Proposer should list these additional resources in its Proposal, and include the individual(s) on the Organization Chart.

Note: If the Proposal submission includes a “key team member that is a Subcontractor(s) and/or Subconsultant(s)”, the “Organization Chart” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer’s Checklist).

#### **IV. Key Team Member List, if applicable (not required for a sole proprietor)**

List each key team member who will be utilized for this contract by name and title.

**Note:** If the Proposal submission includes a “key team member that is a Subcontractor(s) and/or Subconsultant(s)”, the “Organization Chart” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer’s Checklist).

#### **V. Resumes/Bios of Key Team Members**

If key team members are being proposed, a resume/bio for each individual should be included. If resumes are included, please reference the evaluation criteria section in this RFP, Section 6.7.1 for the Resume requirements.

If key team members are being proposed, and resumes are submitted, an individual’s resume should include at least three (3) client references applicable to the Scope of Work, including contact names, job title, telephone numbers and e-mail addresses. If resumes are included, please reference the evaluation criteria section in this RFP, Section 6.7.1 for the Reference requirements.

The resume and/or bio must outline the qualifications and experience, their experience providing the requisite services and the anticipated percentage of direct involvement that will have in relation to the work in the resulting contract.

In addition, the Proposer should provide, for each individual who will or who it anticipates will perform work against the resulting contract, a detailed resume or biography, along with copies of all applicable licenses or professional certifications, that demonstrates his or her respective background, experience and capabilities providing the requisite services.

At a minimum, any resumes/biographies should include:

- demonstrated experience specific to providing the types of services required in this RFP;
- employment history;
- educational history
- degrees / professional certifications and/or licenses; and
- any additional information that would allow EDA to assess the individual’s abilities to perform the services required under this RFP.

#### **VI. References**

Each key team member’s resume must include at least three (3) client references applicable to the scope of services, including contact names, telephone numbers and e-mail addresses.



## **VII. Description and Documentation of Proposer's Prior Experience and Qualifications**

- A. The Proposer shall clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Work, Section 3.0. If applicable, highlight projects in which members of your proposed project team have worked together. Please indicate for each project that you list, the scope, the location of the project(s), and the beginning and end dates of the project(s).
- B. Provide a narrative description or resume (if a sole proprietor), detailing {your}{your organization's} experience as an Information Technology Consulting firm, or experience working with Microsoft Cloud Development and Support Services and related issues. Information in the narrative description or resume should be supported by evidence or information that can be independently verified by the Authority;
- C. Provide a listing of three (3) references, which includes contact names, titles and telephone numbers for which you or your firm has provided services. The beginning and ending dates of the provided services must be included;
- D. Provide information from projects you or your organization {have}{has} previously worked on, and in what role/capacity; and
- E. If applicable, submit any information/examples of services provided, similar in size or scope, or demonstrated experience working with Microsoft Cloud Development and Support Services in New Jersey or other states.

If the Proposer is submitting a Proposal that includes a Subcontractor(s), detail the Subcontractor's specific role for this project, how they will interface with the Proposer's staff and complete a Subcontractor/Subconsultant Utilization Form. See Proposer's Checklist.

### **4.2.1.1 POTENTIAL PROBLEMS**

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

### **4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL)**

The Proposer must submit its pricing using the format set forth on the Fee Schedule accompanying this RFP. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations. Any additional or supplemented versions of the Authority-supplied Fee Schedule will not be accepted and will result in the Proposer's Proposal deemed non-responsive.

If the Proposer will supply an item on a price line free of charge, the Proposer must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying this RFP Solicitation. The use of any other identifier may result in the Proposer's Proposal being deemed non-responsive.

### **4.2.2.1 DELIVERY TIME AND COSTS**

- A. Unless otherwise noted elsewhere in the RFP, all prices for items in Proposals shall be submitted Freight on Board (F.O.B.) Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority; and

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

#### **4.2.2.2 COLLECT ON DELIVERY (C.O.D.) TERMS**

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

#### **4.2.2.3 PRICE ADJUSTMENT**

Pricing shall remain firm throughout the term of the contract and any extensions, thereto.

#### **4.2.3 REQUIRED COMPLIANCE DOCUMENTATION**

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.6.2 of this RFP Solicitation.

SEE BELOW and PROPOSER’s CHECKLIST for Compliance Documentation required to be submitted WITH the Bid Proposal **(MANDATORY FORM WITH BID PROPOSAL)**. ALL other Compliance Documentation, not deemed “Mandatory Form With Bid Proposal”, are required prior to contract award; however, it is preferred and encouraged that Proposers submit ALL Compliance Documentation with the Bid Proposal, if possible. A Proposer who fails to submit requested information within seven (7) business days of a written request by the Authority will be deemed non-responsive and will preclude the award of a contract to said Proposer.

##### **4.2.3.1 SIGNATORY PAGE (MANDATORY FORM WITH BID PROPOSAL-SIGNED)**

The Proposer shall complete and submit the Signatory Page accompanying this RFP. The Signatory Page **must include the signature** of an authorized representative of the Proposer. If the Proposer is a limited partnership, a Signatory Page must be signed by each general partner. Failure to comply will result in rejection of the Proposal as non-responsive and preclude the award of a contract to said Proposer.

Note: A Proposer’s written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms required. Each mandatory compliance document must be individually signed.

##### **4.2.3.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH BID PROPOSAL)**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or sole proprietorship, the Proposer must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Proposer’s failure to submit the completed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a contract to said Proposer. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Proposal.

NOTE: If the Proposer is a partnership or a limited liability corporation, an Ownership Disclosure form must be completed by each general partner. Failure to comply may result in rejection of the Proposal.

##### **4.2.3.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

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

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Iran form must be signed by a general partner. Failure to comply may preclude the award of a contract.

#### **4.2.3.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Proposer must submit the Disclosure of Investigations and Other Actions Involving Bidder Form, prior to the award of a contract, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Proposer's inclusion of the Disclosure of Investigations and Other Actions Involving Bidder form with the Proposal is requested and advised. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

#### **4.2.3.5 BUSINESS REGISTRATION CERTIFICATION (BRC)**

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

A Proposer otherwise identified by the Authority as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A Bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration. <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

#### **4.2.3.6 SOURCE DISCLOSURE CERTIFICATION**

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority's contracts shall be performed within the United States. Pursuant to the statutory requirements, prior to an award of a contract primarily for services, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The Proposer must complete and submit the Source Disclosure Form accompanying this RFP. The Proposer's inclusion of the completed Source Disclosure form with the Proposal is requested and advised. If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

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

The Source Disclosure Form is located on the Authority's website at <https://www.njeda.com/bidding/>.

#### **4.2.3.6.1 BREACH OF CONTRACT**

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

#### **4.2.3.7 AFFIRMATIVE ACTION EMPLOYEE INFORMATION/EMPLOYEE INFORMATION REPORT**

Prior to the award of a contract, the intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302), by following its corresponding instructions for submission and payment by check, which are located at the Public Contracts website for Equal Employment Opportunity (EEO)/Affirmative Action (AA):

[https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml);

or alternatively, Vendors have an option for online submission and payment, following the electronic filing instructions at:

[https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml).

#### **4.2.3.8 SMALL BUSINESS SET ASIDE**

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

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

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

There are two (2) related forms listed in the RFP Proposer Checklist to be completed and submitted, prior to contract award. These forms include: Set Aside Information Form-Goods & Services and the Set-Aside Compliance Certificate-Goods & Services Contracts. The Proposer may submit the Proposer's Small Business Enterprise (SBE) Certificate, if applicable.

#### **4.2.3.9 DISABLED VETERANS' BUSINESS SET-ASIDE**

Pursuant to the Set-Aside provisions of N.J.S.A. 52:32-31 Disabled Veterans' Businesses are encouraged to submit a response. The Business must be registered as a qualifying Disabled Veterans' Business with the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit by the date the Proposal is received and opened. Evidence that the Business has registered as a Disabled Veterans' Business should be submitted with the Proposal. Proposers should verify its Small, Minority, Veteran, Women and Disabled Veterans' Business Certification status. The Business should provide, as part of its response, proof of its current registration as a qualifying Disabled Veterans' Business with the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Information, registration requirements and application are available by contacting the agency at:

New Jersey Department of the Treasury  
Division of Revenue and Enterprise Services  
PO Box 455  
Trenton, NJ 08646  
Telephone: 609-292-2146

A downloadable paper application is available at:

<https://www.nj.gov/njbusiness/documents/contracting/DVOB%20Web%20Application.pdf>

**\*\* IF THE BUSINESS HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED AS A DISABLED VETERANS' BUSINESS, THE VENDOR {BIDDER} SHOULD ENSURE IT IS REGISTERED AND THAT ITS REGISTRATION IS ACTIVE WITH THE DIVISION OF REVENUE AND ENTERPRISE SERVICES, SMALL BUSINESS REGISTRATION AND M/WBE CERTIFICATION SERVICES UNIT, PRIOR TO THE PROPOSAL OPENING DATE, TO BE ELIGIBLE FOR AWARD.**

#### **4.2.3.10 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008).**

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Procurement department, the Certification and Disclosure(s) within five (5) business days of the Authority's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities. The form is also available at: <https://www.njeda.com/Bidding/>.

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

#### **4.2.3.11 POLITICAL CONTRIBUTION DISCLOSURE**

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

#### **4.2.3.12 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT**

Effective July 1, 2018, Bidders and Contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, (P.L. 2018, ch. 9), any employer entering into a contract with the State of New Jersey or an instrumentality of the State (such as the Authority) providing "qualifying services" or "public works" within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development upon commencement of the contract. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing Wage Act are affected by this statute (falling within the definition of "public work"). Additionally, any contract that the Authority enters into for "services" imposes reporting requirements by awarded Bidders and contractors (falling within the definition of "qualifying services"). Information on the reporting requirement for such "qualifying services" is also available at: <https://nj.gov/labor/equalpay/equalpay.html>. **Goods/Products contracts are not impacted by the statute.**

#### **4.2.3.13 NEW JERSEY STATE W-9**

Prior to an award of a contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form available at <https://www.njeda.com/bidding>.

#### **4.2.3.14 INSURANCE CERTIFICATE(S)**

Prior to the award of a contract, the Contractor shall provide the Authority with current certificate(s) of insurance for all coverages required by the terms of this contract, naming the Authority (NJEDA) as an Additional Insured and specify the insurance certificate is identified with the unique contract awarded as a result of this RFP. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFP.

#### **4.2.3.15 SUBCONTRACTOR UTILIZATION PLAN**

All Proposers intending to use a Subcontractor(s) must complete a Subcontractor Utilization Form, submitted with the Proposal, available at:

<https://www.njeda.com/bidding/>.

If the Contract is a small business subcontracting set-aside, the Proposer certifies that in engaging Subcontractors and/or Subconsultants, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts.

For a Proposal that does NOT include the use of Subcontractors and/or Subconsultants, by signing the Signatory Page, the Contractor is automatically certifying that in the event the award is granted to the Contractor's firm and the Contractor later determines at any time during the term of the Contract to engage Subcontractors and/or Subconsultants to provide certain goods and/or services, the Contractor shall submit a Subcontractor Utilization Form for approval by the Authority in advance of any such engagement of Subcontractors and/or Subconsultants.

Please see the Proposer Checklist for additional information, which includes the Subcontractor Utilization Form.

#### **4.2.3.16 BID SECURITY**

Not applicable.

#### **4.2.3.17 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, C. 3**

The attached certification of non-involvement is required to comply with N.J.S.A. 52:32-60.1, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia. Please reference Proposer's Checklist.

The attached certification of non-involvement is required to comply with N.J.S.A. 52:32-60.1, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia. Please reference Proposer's Checklist.

Under the new law, "engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. The full text of the new law is available on the Legislature's webpage at: <https://www.njleg.state.nj.us/bill-search/2022/S1889/bill-text?f=PL22&n=3>

A Proposer's failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a general partner. Failure to comply may preclude the award of a contract.

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

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

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

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

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

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

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

The term of the contract shall be for three (3) years, with two (2), one (1) year extension options, (for up to five (5) contractors) which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the contract term or rates more favorable to the Authority. An annual percentage price escalator may be in effect for the extension options if indicated by the Proposer in their Fee Schedule submitted for this solicitation.

## **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Agreement, including any extensions exercised.

## **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing with the Designated Contract Manager's recommendation and written approval from the Procurement Department.



## **5.5 CONTRACTOR RESPONSIBILITIES**

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

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

## **5.6 SUBSTITUTION OF STAFF**

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

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.

When onboarding new members to the team the Contractor is required to have all members follow established best practices using a thorough onboarding process that includes a detailed review of EDA's environment.

The Authority reserves the right, in its sole discretion, to recommend and make changes to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority.

## **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)**

The Contractor shall forward a written request to substitute or add a Subcontractor/Subconsultant or to substitute its own staff for a Subcontractor/Subconsultant to the Authority's Designated Contract Manager for consideration. If the Designated Contract Manager approves the request, the Designated Contract Manager will forward the request to the Procurement Department for final approval. No substituted or additional Subcontractor(s)/Subconsultant(s) are authorized to begin work until the Contractor has received written approval from the Procurement Department.

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

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

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

## **5.8 OWNERSHIP OF MATERIAL**

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

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

## **5.9 SECURITY AND CONFIDENTIALITY**

### **5.9.1 DATA CONFIDENTIALITY**

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

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

When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Contractor

may be required to view yearly security awareness and confidentiality training modules, or other training methods provided by the Authority. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

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

#### **5.9.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION**

- A. The obligations of the Authority under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's Proposal as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- D. The Authority agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the Authority receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- F. In addition, in the event Contractor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information; and

- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.9.1.1(E), or if Contractor is unsuccessful in defending its rights as described in Section 5.9.1.1(E), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.9.1.1(F), or if the Authority is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

## 5.9.2 DATA SECURITY STANDARDS

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

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>. Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>; and
- B. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard;

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

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

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

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications,

environments, or business units of the Contractor. No State data of any kind must be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Designated Contract Manager.

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

**End of Contract Handling:** Upon termination/expiration of this contract the Contractor must first return all State data to the State in a usable format as defined in the RFP, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10-NJOIT form at <https://www.state.nj.us/it/whatwedo/policylibrary/> and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven (7) days of the request of an agent of the State whichever shall come first.

### **5.9.3 SECURITY PLAN**

The Contractor should provide a security plan that, at a minimum, conforms to the policies and standards contained in this RFP.

Security plan should address administrative, physical, and technical security controls, along with the privacy safeguards that are to be implemented as they relate to the scope of the engagement and the broader Contractor's information security program. The control areas that should be addressed include:

#### **A. INFORMATION SECURITY PROGRAM MANAGEMENT (PM)**

The Contractor establishes and maintains a framework to provide assurance that information security strategies are aligned with and support business objectives, are consistent with applicable laws and regulations through adherence to policies and internal controls, and provide assignment of responsibility in an effort to manage risk. Information security program management includes but is not limited to the following:

1. Establishment of a management structure and responsibility for information security;
2. Creation, maintenance, and communication of information security policies, standards, procedures, and guidelines to include the control areas;
3. Development and maintenance of relationships with external organizations to stay abreast of current and emerging security issues and for assistance, when applicable; and
4. Independent review of the effectiveness of the Contractor's information security program.

#### **B. COMPLIANCE**

The Contractor develops, implements, and governs processes to ensure its compliance with all applicable statutory, regulatory, contractual, and internal policy obligations.

1. The Contractor designates an individual or individuals responsible for maintaining a control framework that captures statutory, regulatory, contractual, and policy requirements relevant to the organization's programs of work and information systems;
2. The Contractor implements processes to ensure security assessments of information systems are conducted for all significant development and/or acquisitions, prior to information systems being placed into production; and
3. The Contractor conducts periodic reviews of their information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements and documents the results of the reviews.

#### C. PERSONNEL SECURITY (PS)

The Contractor implements processes to ensure all personnel have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls include but are not limited to:

1. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
2. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
3. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
4. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
5. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

#### D. SECURITY AWARENESS AND TRAINING (AW)

The Contractor provides information security awareness and training to ensure employees are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training includes but is not limited to:

1. Employees are provided with security awareness training upon hire and at least annually, thereafter;
2. Security awareness training records are maintained as part of the employee's personnel record;

3. Role-based security training is provided to individuals with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
4. Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

#### E. PRIVACY (PM)

The Contractor establishes appropriate processes and safeguards necessary to protect Personally Identifiable Information (PII) that the Contractor may collect, store, process, use, or transmit. Privacy controls and processes include but are not limited to:

1. Ensuring the collection and storing of only the minimum amount of PII necessary to carry out the business function and in accordance with applicable laws and regulation;
2. Safeguarding PII through the implementation administrative, physical, and technical controls (e.g. access controls, encryption and tokenization, etc.); and
3. Securely deleting PII when no longer necessary for business or legal purposes.

#### F. SECURITY CATEGORIZATION (SC)

The Contractor implements processes that classify information and categorize information systems throughout their lifecycles according to their sensitivity and criticality, along with the risks and impact should there be a loss of confidentiality, integrity, availability, or privacy. Information classification and system categorization includes labeling and handling requirements. Security categorization controls include but are not limited to the following:

1. Implementing a data protection policy;
2. Classifying data and information systems in accordance with their sensitivity and criticality;
3. Masking sensitive data that is displayed or printed; and
4. Implementing handling and labeling procedures.

#### G. MEDIA PROTECTION (MP)

The Contractor establishes controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections include but are not limited to:

1. Media storage/access/transportation;
2. Maintenance of sensitive data inventories;
3. Application of cryptographic protections;
4. Restricting the use of portable storage devices;

5. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
6. Media disposal/sanitization.

#### H. CRYPTOGRAPHIC PROTECTIONS (CR)

The Contractor employs cryptographic safeguards to protect sensitive information in transmission, in use, and at rest, from a loss of confidentiality, unauthorized access, or disclosure. Cryptographic protections include but are not limited to:

1. Using industry standard encryption algorithms;
2. Establishing requirements for encryption of data in transit;
3. Establishing requirements for encryption of data at rest; and
4. Implementing cryptographic key management processes and controls.

#### I. ACCESS MANAGEMENT (AC)

The Contractor establishes security requirements and ensures appropriate mechanisms are provided for the control, administration, and tracking of access to, and the use of, the Contractor's information systems. Access management includes but are not limited to:

1. Ensuring the principle of least privilege is applied for specific duties and information systems (including specific functions, ports, protocols, and services), so processes operate at privilege levels no higher than necessary to accomplish required organizational missions and/or functions;
2. Implementing account management processes for registration, updates, changes and de-provisioning of system access;
3. Applying the principles of least privilege when provisioning access to organizational assets;
4. Provisioning access according to an individual's role and business requirements for such access;
5. Implementing the concept of segregation of duties by disseminating tasks and associated privileges for specific sensitive duties among multiple people; and
6. Conducting periodic reviews of access authorizations and controls.

#### J. IDENTITY AND AUTHENTICATION (IA)

The Contractor establishes procedures and implements identification, authorization, and authentication controls to ensure only authorized individuals, systems, and processes can access the Contractor's information and information systems. Identity and authentication provides a level of assurance that individuals who log into a system are who they say they are. Identity and authentication controls include but are not limited to:

1. Establishing and managing unique identifiers (e.g. User-IDs) and secure authenticators (e.g. passwords, biometrics, personal identification numbers, etc.) to support nonrepudiation of activities by users or processes; and



2. Implementing Multi-Factor Authentication (MFA) requirements for access to sensitive and critical systems, and for remote access to the Contractor's systems.

#### K. REMOTE ACCESS (RA)

The Contractor strictly controls remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls are implemented prior to remote access being established. Remote access controls include but are not limited to:

1. Establishing centralized management of the Contractor's remote access infrastructure;
2. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
3. Training users in regard to information security risks and best practices related remote access use.

#### L. SECURITY ENGINEERING AND ARCHITECTURE (SE)

The Contractor employs security engineering and architecture principles for all information technology assets, such that they incorporate industry recognized leading security practices and address applicable statutory and regulatory obligations. Applying security engineering and architecture principles includes but is not limited to the following:

1. Implementing configuration standards that are consistent with industry-accepted system hardening standards and address known security vulnerabilities for all system components; and
2. Establishing a defense in-depth security posture that includes layered technical, administrative, and physical controls;
3. Incorporating security requirements into the systems throughout their life cycles;
4. Delineating physical and logical security boundaries;
5. Tailoring security controls to meet organizational and operational needs;
6. Performing threat modeling to identify use cases, threat agents, attack vectors, and attack patterns as well as compensating controls and design patterns needed to mitigate risk;
7. Implementing controls and procedures to ensure critical systems fail-secure and fail-safe in known states; and
8. Ensuring information system clock synchronization.

#### M. CONFIGURATION MANAGEMENT (CM)

The Contractor ensures that baseline configuration settings are established and maintained in order to protect the confidentiality, integrity, and availability of all information technology assets. Secure configuration management includes but is not limited to:

1. Hardening systems through baseline configurations; and

2. Configuring systems in accordance with the principle of least privilege to ensure processes operate at privilege levels no higher than necessary to accomplish required functions.

#### N. ENDPOINT SECURITY (ES)

The Contractor ensures that endpoint devices are properly configured, and measures are implemented to protect information and information systems from a loss of confidentiality, integrity, and availability. Endpoint security includes but is not limited to:

1. Maintaining an accurate and updated inventory of endpoint devices;
2. Applying security categorizations and implementing commensurate safeguard on endpoints;
3. Maintaining currency with operating system and software updates and patches;
4. Establishing physical and logical access controls;
5. Applying data protection measures (e.g. cryptographic protections);
6. Implementing anti-malware software, host-based firewalls, and port and device controls;
7. Implementing host intrusion detection and prevention systems (HIDS/HIPS) where applicable;
8. Restricting access and/or use of ports and I/O devices; and
9. Ensuring audit logging is implemented and logs are reviewed on a continuous basis.

#### O. INTERNET OF THINGS SECURITY (IT)

The Contractor implements controls and processes to ensure risks are accounted for and managed in the use of Internet of Things (IoT) devices including, but not limited to, physical devices, vehicles, appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these devices to connect and exchange data. IoT. IoT security includes but is not limited to the following:

1. Developing policies and standards specific to IoT assets;
2. Ensuring the secure configuration of IoT assets;
3. Conducting risk assessments prior to implementation and throughout the lifecycles of IoT assets;
4. Segmenting IoT networks from the rest of the Contractor's networks; and
5. Ensuring least privilege and strong authentication controls are implemented.

#### P. MOBILE DEVICE SECURITY (MD)

The Contractor establishes administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security includes but is not limited to the following:

1. Establishing requirements for authorization to use mobile devices for organizational

business purposes;

2. Establishing Bring Your Own Device (BYOD) processes and restrictions;
3. Establishing physical and logical access controls;
4. Implementing network access restrictions for mobile devices;
5. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
6. Establishing approved application stores from which applications can be acquired;
7. Establishing lists approved applications that can be used; and
8. Training of mobile device users regarding security and safety.

#### Q. NETWORK SECURITY (NS)

The Contractor implements defense-in-depth and least privilege strategies for securing the information technology networks that they operate. To ensure information technology resources are available to authorized network clients and protected from unauthorized access, the Contractor must:

1. Include protection mechanisms for network communications and infrastructure (e.g. layered defenses, denial of service protection, encryption for data in transit, etc.);
2. Include protection mechanisms for network boundaries (e.g. limit network access points, implement firewalls, use Internet proxies, restrict split tunneling, etc.);
3. Control the flow of information (e.g. deny traffic by default/allow by exception, implement Access Control Lists, etc.); and
4. Control access to the Contractor's information systems (e.g. network segmentation, network intrusion detection and prevention systems, wireless restrictions, etc.).

#### R. CLOUD SECURITY (CL)

The Contractor establishes security requirements that govern the use of private, public, and hybrid cloud environments to ensure risks associated with a potential loss of confidentiality, integrity, availability, and privacy are managed. This includes but is not limited to ensuring the following:

1. Security is accounted for in the acquisition and development of cloud services;
2. The design, configuration, and implementation of cloud-based applications, infrastructure and system-system interfaces are conducted in accordance with mutually agreed-upon service, security, and capacity-level expectations;
3. Security roles and responsibilities for the Contractor and the cloud provider are delineated and documented; and

4. Controls necessary to protect sensitive data in public cloud environments are implemented.

#### S. MAINTENANCE (MA)

The Contractor implements processes and controls to ensure that information assets are properly maintained, thereby minimizing the risks from emerging information security threats and/or the potential loss of confidentiality, integrity, or availability due to system failures. Maintenance security includes but is not limited to the following:

1. Conducting scheduled and timely maintenance;
2. Ensuring individuals conducting maintenance operations are qualified and trustworthy; and
3. Vetting, escorting and monitoring third-parties conducting maintenance operations on information technology assets.

#### T. THREAT MANAGEMENT (TM)

The Contractor establishes a formalized mechanism to collect and disseminate actionable threat intelligence, thereby providing component units and individuals with the information necessary to effectively manage risk associated with new and emerging threats to the organization's information technology assets and operations.

#### U. VULNERABILITY AND PATCH MANAGEMENT (VU)

The Contractor implements proactive vulnerability identification, remediation, and patch management practices to minimize the risk of a loss of confidentiality, integrity, and availability of information system, networks, components, and applications. Vulnerability and patch management practices include but are not limited to the following:

1. Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy;
2. Maintaining software and operating systems at the latest vendor-supported patch levels;
3. Conducting penetration testing and red team exercises; and
4. Employing qualified third-parties to conduct independent vulnerability scanning, penetration testing, and red-team exercises.

#### V. CONTINUOUS MONITORING (CM)

The Contractor implements continuous monitoring practices to establish and maintain situational awareness regarding potential threats to the confidentiality, integrity, availability, privacy and safety of information and information systems through timely collection and review of security-related event logs. Continuous monitoring practices include but are not limited to the following:

1. Centralizing the collection and monitoring of event logs;

2. Ensuring the content of audit records includes all relevant security event information;
3. Protecting of audit records from tampering; and
4. Detecting, investigating, and responding to incidents discovered through monitoring.

#### W. SYSTEM DEVELOPMENT AND ACQUISITION (SA)

The Contractor establishes security requirements necessary to ensure that systems and application software programs developed by the Contractor or third-parties (e.g. Vendors, Contractors, etc.) perform as intended to maintain information confidentiality, integrity, and availability, and the privacy and safety of individuals. System development and acquisition security practices include but are not limited to the following:

1. Secure coding;
2. Separation of development, testing, and operational environments;
3. Information input restrictions;
4. Input data validation;
5. Error handling;
6. Security testing throughout development;
7. Restrictions for access to program source code; and
8. Security training of software developers and system implementers.

#### X. PROJECT AND RESOURCE MANAGEMENT (PM)

The Contractor ensures that controls necessary to appropriately manage risks are accounted for and implemented throughout the System Development Life Cycle (SDLC). Project and resource management security practices include but are not limited to:

1. Defining and implementing security requirements;
2. Allocating resources required to protect systems and information; and
3. Ensuring security requirements are accounted for throughout the SDLC.

#### Y. CAPACITY AND PERFORMANCE MANAGEMENT (CA)

The Contractor implements processes and controls necessary to protect against avoidable impacts to operations by proactively managing the capacity and performance of its critical technologies and supporting infrastructure. Capacity and performance management practices include but are not limited to the following:

1. Ensuring the availability, quality, and adequate capacity of compute, storage, memory and network resources are planned, prepared, and measured to deliver the required system performance and future capacity requirements; and
2. Implementing resource priority controls to prevent or limit Denial of Service (DoS) effectiveness.

## Z. THIRD PARTY MANAGEMENT (TP)

The Contractor implements processes and controls to ensure that risks associated with third-parties (e.g. Vendors, Contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls include but are not limited to:

1. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
2. Due diligence security reviews of suppliers and third parties with access to the Contractor's systems and sensitive information;
3. Third party interconnection security; and
4. Independent testing and security assessments of supplier technologies and supplier organizations.

## AA.PHYSICAL AND ENVIRONMENTAL SECURITY (PE)

The Contractor establishes physical and environmental protection procedures that limit access to systems, equipment, and the respective operating environments, to only authorized individuals. The Contractor ensures appropriate environmental controls in facilities containing information systems and assets, to ensure sufficient environmental conditions exist to avoid preventable hardware failures and service interruptions. Physical and environmental controls include but are not limited to the following:

1. Physical access controls (e.g. locks, security gates and guards, etc.);
2. Visitor controls;
3. Security monitoring and auditing of physical access;
4. Emergency shutoff;
5. Emergency power;
6. Emergency lighting;
7. Fire protection;
8. Temperature and humidity controls;
9. Water damage protection; and
10. Delivery and removal of information assets controls.

## BB.CONTINGENCY PLANNING (CP)

The Contractor develops, implements, tests, and maintains contingency plans to ensure continuity of operations for all information systems that deliver or support essential or critical business functions on behalf of the Contractor. Contingency planning includes but is not limited to:

1. Backup and recovery strategies;

2. Continuity of operations plans;
3. Disaster recovery plans; and
4. Crisis management plans.

## CC. INCIDENT RESPONSE (IR)

The Contractor maintains an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities includes the following:

1. Information security incident reporting awareness;
2. Incident response planning and handling;
3. Establishment of an incident response team;
4. Cybersecurity insurance;
5. Contracts with external incident response services specialists; and
6. Contacts with law enforcement cybersecurity units.

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

### 5.10 **NEWS RELEASES**

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

### 5.11 **ADVERTISING**

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

### 5.12 **LICENSES AND PERMITS**

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

### 5.13 **CLAIMS AND REMEDIES**

#### 5.13.1 **CLAIMS**

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

### **5.13.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the Authority of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Chief Executive Officer (CEO).

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

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

### **5.13.4 LIQUIDATED DAMAGES**

The Authority and the Contractor ("the Parties") agree that it would be extremely difficult to determine actual damages which the Authority will sustain as the result of the Contractor's failure to meet the performance requirements. Any breach by the Contractor will detrimentally impact the mission of the Authority and negatively impact the vital delivery of essential services, including but not limited to providing economic relief, assistance and support in a timely fashion to the constituents and taxpayers of New Jersey Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the Authority may sustain from the Contractor's performance deficiencies set forth within this section and are not to be construed as penalties.

The Authority has the sole discretion to determine whether liquidated damages should be assessed.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Authority. Except and to the extent expressly provided herein, the Authority shall be entitled to recover liquidated damages under each section applicable to any given incident.

Late Delivery - If the Contractor fails to meet a Task order Deadline through no fault of the EDA – 10% of the task order per week of delay - will be due back to the Authority as a credit.

### **NOTIFICATION OF LIQUIDATED DAMAGES**

Upon determination that liquidated damages are to be assessed, the CEO of the Authority or the Designated Contract Manager will notify the Contractor of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the Authority. The Authority may, in the Authority's sole discretion, elect to notify the Contractor that liquidated damages may be assessed so as to provide a warning, prior to assessing them in accordance with this section, but if the Authority does not provide such a warning the Authority is not precluded from assessing liquidated damages in accordance with this Contract. Notwithstanding any provision of the RFP to the contrary, should there be any conflict between this section and any provision of the RFP, this section shall supersede such RFP provision to the contrary.



## CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES

The continued assessment of liquidated damages may be terminated at the sole discretion of the Authority, only if all of the following conditions are met:

- A. The Contractor corrects the condition(s) for which liquidated damages were imposed;
- B. The Contractor notifies the Designated Contract Manager in writing that the condition(s) has (have) been corrected; and
- C. The Authority reviews and approves in writing the recommendation of Designated Contract Manager.

## SEVERABILITY OF INDIVIDUAL LIQUIDATED DAMAGES

If any portion of the liquidated damages provisions is determined to be unenforceable by a New Jersey court in one (1) or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision(s) shall remain in full force and effect.

## WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY

The continued assessment of liquidated damages may be waived in writing at the sole discretion of the Authority. The waiver of any liquidated damages due to the Authority, shall constitute a waiver only as to such assessment of liquidated damages and not a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the Authority.

## PAYMENT OF LIQUIDATED DAMAGES

Once assessed pursuant to Section 5.13.4, liquidated damages will be deducted from any funds owed to the Contractor by the Authority, and in the event the amount due the Contractor is not sufficient to satisfy the amount of the liquidated damages, the Contractor shall pay the balance to the Authority within 30 calendar days of written notification of the assessment. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Contractor.

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

The Contractor shall not begin performing any additional work or special projects without first obtaining the Designated Contract Manager's recommendation and written approval from the Procurement Department.

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

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

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

Upon receipt and approval of the Contractor's written Proposal, the Designated Contract Manager shall forward same to the Procurement Department for written approval. Complete documentation, confirming the need for the additional work, must be submitted. Documentation forwarded by the Designated Contract Manager to the Procurement Department must include all other required Authority approvals.

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

#### **5.14.1 TASK ORDER REQUEST (TOR)**

During the term of the Contract, the Authority may possibly request additional services from the Contractor on a requirement basis. If, in the Authority's sole discretion, additional services are required apart from the deliverables set forth in this RFP, the Authority will submit the additional requirements to the Contractor, detailing a specific project requirement in a Task Order Request (TOR) (Exhibit B1).

The Contractor will be required to respond to each TOR, describing its strategy in completing the services required and proposing a Maximum Not-to-Exceed Fixed Price, based on the All-Inclusive Hourly Rates (by Position Category) submitted in response to this RFP in their Fee Schedule. The time required and corresponding rates for each TOR represents the firm's assessment of necessary personnel allocations to successfully and effectively execute the task/project described in the TOR. The Authority will then either accept the firm's TOR proposal, or respond to further negotiate the cost, scope of services, and time needed to complete the task/project. Any adjustments to hours or positions/titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority's Designated Contract Manager, at his/her sole discretion. It is further understood that the Authority is under no obligation to solicit responses to the TORs and/or retain the Contractor for any Additional Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto. No work is to be started without a countered signed document. No work is to be done if a Task Order is depleted without prior discussion and new approvals obtained.

#### **5.15 INDEMNIFICATION**

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

#### **5.16 MAINTENANCE OF RECORDS**

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

#### **5.17 FORM OF COMPENSATION - INVOICING/PAYMENT**

The Contractor will submit invoices to the Authority (unless a request is made by the Contractor to an alternate billing structure/timeframe at the Initial Meeting), per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager.

Invoices submitted for payment will be paid by check and must include / consider all the following:

- A. Invoices should be submitted for services rendered no later than ninety (60) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its Subcontractor(s) of this policy, as they will be required to comply similarly;
- B. Payments will only be made to the Contractor. In the event "Specialized Services" are required and approved by the Authority in advance; the Contractor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and conditions of this RFP and assumes the sole and absolute responsibility for any payments due to any Subcontractor(s) under the subcontract(s), should the Authority approve in advance such services;
- C. An invoice number, the amount due, date/dates of service, the Authority's purchase order number, if applicable, and a remittance address. The payment to the Contractor will usually be in check form.
- D. A description of the project task or subtask services for the invoice timeframe; supporting documentation must include contractor name hours being charge against the Task Order and description of work done for the hours being charged. Any overtime work is to be approved in advance by the NJEDA this includes weekends and holidays. Any additional expenses will charged at cost along with supporting documentation of the cost to be provided.
- E. A Set-Aside Contract Report (SACR) form;
- F. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- G. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

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

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

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

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

- A. the requirement is not mandated by law;
- B. all of the otherwise responsive Proposals failed to meet the requirement; and
- C. in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

### **6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE**

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

### **6.3 RIGHT TO INSPECT PROPOSER'S FACILITIES**

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

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

### **6.4 RIGHT TO REQUEST FURTHER INFORMATION**

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

### **6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management, and possibly other state agencies and/or industry Subject Matter Experts (SMEs), but will not be voting members. Only Authority staff will evaluate, score and rank Proposals received in response to this RFP, and the criteria established herein.

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

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

After the Proposals are reviewed, one, some or all of the Proposers may be asked to clarify certain aspects of their Proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any

deficiencies or material omissions or revise or modify a Proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

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

Proposer may not attend the oral presentations of their competitors.

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

## **6.7 EVALUATION CRITERIA**

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

### **6.7.1 QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA**

- A. Personnel: The qualifications and experience of the Proposer's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
  - 1. If key personnel are identified and required in Section 3.0 of this RFP, the Proposer **must** submit a resume for each key position and the Proposer's resumes **must** include: Name of Proposed Person, Current Position/Description of Role, Previous Relevant Position(s)/Description(s) of Role(s), and three (3) business references associated with any of the named relevant positions. Business references **must** include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory resumes and full references' details **will result in rejection** of the Proposer's Proposal for further consideration.
  
- B. Experience of entity: The Proposers documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP, based, in part, on the Proposer's submitted narratives and references.
  - 1. If references for contracts of similar size and scope are required in Section 3.0 of this RFP, the Proposer **must** submit business references for each relevant contract. Business references **must** include a Contract Name/Description of Contract, Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory contract details and full references' details **will result in rejection** of the Proposer's Proposal for further consideration.
  
- C. Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract. Proposer's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.

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

For evaluation purposes, Proposers will be ranked and weighted according to the lowest total price for all services and products, per the Fee Schedule accompanying this RFP.

Hourly rates, per the Fee Schedule, will be used for any additional work that might be required during the contract time frame, not specified in the original Scope of Work.

1. Proposers shall not alter this Fee Schedule and must provide pricing for all sections. Failure to submit pricing for all sections or altering the form will result in the Proposal being rejected as nonresponsive.
2. Proposers shall not indicate fees/charges other than those included on this Fee Schedule. If the Proposer intends to assess additional fees it should address this by submitting an inquiry during the Question and Answer period for this RFP.

### **6.7.3 PROPOSAL DISCREPANCIES**

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

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

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose Proposal, conforming to this RFP, is most advantageous to the Authority. The process considers and assesses price, technical criteria, and other factors during the evaluation process before a recommendation is made. The Authority may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Authority reserves the right to negotiate price reductions with the selected Proposer(s).

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

After evaluating Proposals, the Authority may enter into negotiations with one Proposer or multiple Proposers. The primary purpose of negotiations is to maximize the Authority's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Proposer or multiple Proposers. Negotiations will be structured by the Procurement department to safeguard information and ensure that all Proposers are treated fairly.

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

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

After evaluation of Proposals and as applicable, negotiation(s) and/or BAFO(s), the Procurement department will recommend the responsible Proposer whose Proposal(s), conforming to the RFP, is/are most advantageous to the Authority, price and other factors considered. The Authority may accept, reject or modify the recommendation of the Procurement department. The Procurement department may initiate additional negotiation or BAFO procedures with the selected Proposer(s).

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

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

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

## **6.9 PROTEST OF RECOMMENDED AWARD**

Any Proposer may protest a vendor selection (an award) by the New Jersey Economic Development Authority. In order for a protest to be timely, it must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of the notification that the Proposer was not selected. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Authority's Senior Vice President – Business Support. The designated Hearing Officer will review all timely and complete Vendor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send to the Protestor. Should the Protestor dispute the findings of the preliminary "*Hearing Officer Report*", it will be afforded an "*Exceptions Period*" equal to ten (10) business days from the Authority's issuance of the preliminary "*Hearing Officer Report*" to refute the findings of the Hearing Officer. At the expiration of the exceptions period, the Hearing Officer will review any "*Exceptions to the Hearing Officer's Report*" and finalize his or her report.

The Hearing Officer will make a recommendation in his or her final "*Hearing Officer Report*" which will be sent with any "*Exceptions to the Hearing Officer's Report*" to either the Authority's Board or the Authority's Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the Authority's internal Operating Authority Approval Levels, for a final decision to award the contract. The Authority's Board of Directors or Chief Executive Officer will review the final "*Hearing Officer Report*" and the protestor's "*Exceptions to the Hearing Officer's Report*" and shall render a final decision regarding the appropriateness of the award. The action of the Authority's Board or Chief Executive Officer, to make a final decision for the award of the contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

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

## **7.0 CONTRACT AWARD**

Contract award(s) shall be made in whole or in part, with reasonable promptness by written notice to the highest ranked responsible Proposer, whose proposal, conforming to this RFP, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority,

in its sole discretion. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so.

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

Award of a contract(s) for the services outlined in this RFP will be subject to the selected entity entering into the "Contract for Professional Service", attached to this RFP as Exhibit A. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract during the "Questions and Answers Period."

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development Authority by submitting its own separate and distinct company "Standard Terms and Conditions", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "Standard Terms and Conditions" or submit material revisions and/or exceptions to the "Contract for Professional Services" with the proposal as it will result in the proposal being deemed non-responsive.

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

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

Any proposal submitted in response to this RFP will be considered a firm Offer by the responding vendor to perform the Scope of Services, as outlined in the RFP and specimen contract. By submitting an Offer in response to this RFP, the responding vendor agrees to hold its Offer open for at least one hundred twenty (120) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the Authority.

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

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



## **8.0 CONTRACT ADMINISTRATION**

### **8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER**

The Authority's Designated Contract Manager is the employee responsible for the overall management and administration of the contract(s).

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

#### **8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES**

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

If the contract(s) has/have multiple users, then the Authority's Designated Contract Manager shall be the central coordinator of the use of the contract(s) for all departments, while other employees engage and pay the Contractor. All persons that use the contract(s) must notify and coordinate the use of the contract(s) with the Authority's Designated Contract Manager.