



# NJEdge

## Request For Proposal

---

### Digital Asset Management System

RFP Release Date: **October 1, 2019**

RFP Response Due Date: **November 12, 2019**

RFP Bid Number: **269EMCPS-19-006**

<b>SUMMARY INFORMATION FORM .....</b>	<b>1</b>
<b>ABOUT THIS DOCUMENT AND THIS RFP PROCESS.....</b>	<b>2</b>
<b>1 OVERVIEW .....</b>	<b>3</b>
1.1 Our Mission.....	3
1.2 Our Vision .....	3
1.3 Our Values .....	3
1.4 Our Depth of Experience.....	4
1.5 Our Services.....	4
1.5.1 EdgePro .....	4
1.5.2 EdgeMarket.....	5
1.5.3 EdgeSecure .....	5
1.5.4 EdgeMedia .....	5
1.5.5 EdgeCloud.....	5
1.5.6 Edge Commodity Wide-area Network .....	5
1.5.7 EdgeNet .....	5
<b>2 PROJECT SPECIFICATIONS.....</b>	<b>6</b>
2.1 Introduction .....	6
2.1.1 Objectives .....	6
2.1.1.1 Managed Services .....	6
2.1.1.2 Cloud Services.....	7
2.1.1.3 SaaS Solutions .....	7
2.1.1.4 Multi-Tenancy Solutions .....	7
2.1.1.5 Solution Pricing .....	7
2.1.1.6 Cost Proposal .....	7
2.1.1.7 EdgeMarket Members.....	7
2.2 Scope of Services .....	8
2.2.1 PROPOSAL EVALUATION / AWARD OF CONTRACT .....	9
2.2.1.1 Award Methodology.....	9
2.2.1.2 Proposal Evaluation Committee.....	9
2.2.1.3 Oral Presentation/Clarification of Proposal.....	9
2.2.1.4 Evaluation Criteria .....	9
2.3 Technical, Functional and Services Specifications .....	10
2.4 Method of Award .....	10
2.4.1 Administrative Review.....	11
2.4.2 Technical and Functional Evaluation .....	11
2.4.3 Cost Evaluation .....	11
2.4.4 Presentation and Demonstration .....	11
2.4.4.1 Recording of Presentation and Demonstration .....	12
2.4.5 Selection.....	12

<b>3</b>	<b>BIDDER QUALIFICATIONS .....</b>	<b>13</b>
3.1	Minimum Bidder Qualifications .....	13
3.2	Bidder References and financial information .....	13
<b>4</b>	<b>BID SUBMISSION REQUIREMENTS.....</b>	<b>14</b>
4.1	Bid Submission Requirements .....	14
4.1.1	Submittal Instructions .....	14
4.2	Bidder Questions .....	16
4.3	Pre-Bid Proposal Meeting .....	16
4.4	Site Visit .....	16
4.5	Bid Opening .....	16
4.6	Minor Irregularities.....	16
4.7	Extraneous Terms .....	17
<b>5</b>	<b>GENERAL INFORMATION .....</b>	<b>18</b>
5.1	Electronic RFP .....	18
5.2	EdgeMarket Reserved Rights .....	18
5.3	Contract Award .....	19
5.4	Post Award Procedures.....	19
5.4.1	Debriefing.....	19
5.4.2	Contract Award Protest Procedures.....	19
<b>6</b>	<b>GENERAL TERMS, CONDITIONS FOR SUBMISSION.....</b>	<b>21</b>
6.1	Free and Open Competition .....	21
6.2	Notification of Errors, Inquiries and Interpretation .....	21
6.3	No Claims or Rights .....	21
6.4	Conflict of Interest .....	21
6.5	Acceptance of RFP Content.....	21
6.6	Services Outside Scope of the Contract Awarded.....	21
6.7	Binding Effect.....	22
6.8	Confidentiality/Freedom of Information Law .....	22
6.9	Data Privacy and Security .....	22
6.9.1	Data Privacy .....	22
6.9.2	Data Security .....	23
6.9.3	New Jersey Information Breach and Notification Requirements .....	24
6.9.4	Service Levels.....	24
6.9.5	Disaster Recovery.....	24
6.9.6	Data Portability.....	25
6.10	Office of Federal Contract Compliance Programs.....	25
6.11	Governing Law.....	25
6.12	Exhibits .....	25
6.13	Independent Contractor .....	25
6.14	Subcontracting .....	26
6.15	Compliance .....	27

6.16	Indemnification .....	27
6.17	Liability .....	27
6.18	Insurance .....	28
6.19	Termination .....	28
6.20	Smoke Free Campus.....	29
6.21	Affirmative Action Requirements.....	29
6.22	Americans with Disabilities Act.....	29
6.23	Bid Guarantee and Bonding Requirements (N.J.S.A.40A:11-21;22) .....	29
6.24	Statement of Ownership (N.J.S.A. 52:25-24.2 and 40A:11-23.2) .....	31
6.25	Proof of Registration .....	31
6.26	Non-Collusion Affidavit .....	31
6.27	Political Contributions Disclosure Form (Pay to Play) .....	31
6.28	Acknowledgement of Receipt of Addenda N.J.S.A. 40A:11-23.2 .....	31
6.29	Disclosure of Investment Activities in Iran.....	31
6.30	Disclosure of Activities in Northern Ireland (McBride Principles) .....	32
6.31	Bid Price Guarantee - Sixty (60) Days N.J.S.A. 40A:11-24 .....	32
6.32	Bid Prices.....	32
6.33	Bid Proposal Form .....	32
6.34	Administrative Fee .....	33
6.35	Right to Audit.....	33
6.36	Pipeline Report .....	33
6.37	Questions, RFP Terms, Challenges and Exceptions.....	33
<b>7</b>	<b>BID SUBMISSION CHECKLIST .....</b>	<b>35</b>
<b>8</b>	<b>EXHIBIT A: BIDDER QUALIFICATIONS SUBMISSION FORM .....</b>	<b>36</b>
<b>9</b>	<b>EXHIBIT B: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE.....</b>	<b>37</b>
<b>10</b>	<b>EXHIBIT C: AFFIRMATIVE ACTION COMPLIANCE NOTICE .....</b>	<b>39</b>
<b>11</b>	<b>EXHIBIT D: AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY.....</b>	<b>40</b>
<b>12</b>	<b>EXHIBIT E: FORM NJ AA302 / CERTIFICATE OF EMPLOYEE INFORMATION REPORT (CEIR).....</b>	<b>41</b>
<b>13</b>	<b>EXHIBIT F: MACBRIDE PRINCIPALS FORM .....</b>	<b>44</b>
<b>14</b>	<b>EXHIBIT G: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN.....</b>	<b>45</b>
<b>15</b>	<b>EXHIBIT H: STATEMENT OF OWNERSHIP DISCLOSURE .....</b>	<b>47</b>

16	EXHIBIT I: NON-COLLUSION AFFIDAVIT .....	49
17	EXHIBIT J: ACKNOWLEDGMENT OF RECEIPT OF ADDENDA .....	50
18	EXHIBIT K: BID PROPOSAL FORM .....	51
19	EXHIBIT L: VENDOR CONTACT FORM.....	52
20	EXHIBIT M: SERVICE LEVEL AGREEMENT.....	53
21	EXHIBIT N: IRS FORM W9 .....	55
22	EXHIBIT O: NEW JERSEY BUSINESS REGISTRATION CERTIFICATE EXAMPLE ...	56
23	EXHIBIT P: NEW JERSEY ANTI-DISCRIMINATION PROVISION .....	57

## SUMMARY INFORMATION FORM

<b>SUMMARY INFORMATION FORM</b> <b>THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER'S RESPONSE</b>		
RFP #: 269EMCPS-19-006	RFP Title: Digital Asset Management System (DAM)	RFP Release Date: October 1, 2019 Electronic copies of this document is available at: <a href="https://njedge.net/solutions/edgemarket/">https://njedge.net/solutions/edgemarket/</a>
<b>Key Events</b>		
Questions/Requests for clarification last date	October 29, 2019	
Response to questions/requests for clarifications issued by date	November 5, 2019	
Pre-Bid Conference (if applicable)	N/A	
Site Visit (if applicable)	N/A	
Notice of Intent to Bid Due (if applicable)	October 29, 2019 (submit in Decision Director)	
Proposal Due Date and Time	November 12, 2019 at 2:00pm EST	
Presentation, Demonstration, Interview (if applicable)	N/A	
Anticipated Notification of Award	December 2019 (estimated)	
Anticipated Contract Start Date	January 2020 (estimated)	
Anticipated Term Length of Contract	5 years: Initial 3 years and Two (1) year renewals	
EdgeMarket reserves the right, in its sole discretion, to modify the above schedule. Bidders will be notified via email of any changes in a timely manner		
<b>Contact Information</b>		
<b>Primary Contact:</b> Purchasing Agent Walter Lewis NJEdge c/o LaunchPad 625 Broad Street, Suite 240 Newark, NJ 07102 All questions/notifications are handled in the DecisionDirector platform. Please see Section 4.1 Email: <a href="mailto:walter.lewis@njedge.net">walter.lewis@njedge.net</a>	<b>Secondary Contact:</b> Joe Rearden NJEdge c/o LaunchPad 625 Broad Street, Suite 240 Newark, NJ 07102 All questions/notifications are handled in the DecisionDirector platform. Please see Section 4.1 Email: <a href="mailto:jrearden@njedge.net">jrearden@njedge.net</a>	<b>Other Contact:</b> Edward Chapel NJEdge c/o LaunchPad 625 Broad Street, Suite 240 Newark, NJ 07102 All questions/notifications are handled in the DecisionDirector platform. Please see Section 4.1 Email: <a href="mailto:edward.chapel@njedge.net">edward.chapel@njedge.net</a>
<b>Restricted Period</b>		
The restricted period for this procurement is now in effect. Therefore, all communications regarding this procurement must be handled through the above designated contact only.		
<b>Bidder Information</b>		
Legal Business Name of Company Bidding:	Bidder's Federal Tax Identification Number:	
D/B/A – Doing Business As (if applicable):	(State) Vendor ID Number (if applicable):	
Street Address:	City/State:	Zip Code:
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> We are unable to bid at this time		
Bidders Signature:		Title:
Printed Name:		Date:
<b>THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER'S RESPONSE</b>  By signing this form, bidder acknowledges (a) that the RFP instructions are understood; (b) that the bidder is committed to servicing NJEdge and members needs in the required time period; and (c) that all information required by this RFP has been included in bidder's proposal.		

## **ABOUT THIS DOCUMENT AND THIS RFP PROCESS**

### **About This Document**

This document is the official, authoritative and controlling document for this Request for Proposal.

### **About This RFP Process**

All responses, all questions, and all completed forms and documents will be collected electronically through the Edge's online RFP response collection platform, DecisionDirector®, provided by Advantiv Solutions, LLC ("Advantiv"). See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.

All required forms and exhibits are made available as individual downloads in DecisionDirector. The forms and exhibits contained within this RFP document are facsimiles that are included for convenient reference only.

### **DecisionDirector Introduction, Instructions and Knowledge Base**

The link below leads to an introduction of DecisionDirector, with specific instructions for this RFP, and full access to the DecisionDirector knowledge base:

<https://help.decisiondirector.com/help/2019-njedge-dam-rfp-269emcps-19-006>

### **Terminology**

This document uses the terms You(r), Bidder(s), Vendor(s), Supplier(s), Manufacturer(s), Dealer(s), Contractor(s) and Respondent(s) interchangeably, with each term referring to the bidding entity.

# 1 OVERVIEW

NJEdge is a 501(c)(3) non-profit, charitable corporation that operates as a consortium of its member institutions.

In 1997, a visionary task force of forward-thinking thought leaders had the foresight to embrace the burgeoning concept of broadband connectivity as a critical utility essential to advancing the missions of the higher education community in New Jersey. Today, that visionary task force is now known as NJEdge, a non-profit consortium created to support New Jersey's institutions of higher education in their pursuit of excellence in teaching, learning and research. With a focus on active collaboration, adaptive technology, defined solutions and transformative engagement, our members continuously redefine their competitive edge with NJEdge services and solutions.

## 1.1 OUR MISSION

NJEdge serves and enables its education, research, healthcare, public and non-profit service members, collaborating partners, and subscribing patrons by providing statewide advanced networking, access to technology solutions and services, and expertise in information technology. Leveraging its high-performance optical network, NJEdge connects members, establishes standards for interoperability, fosters innovative solutions and the use of new and emerging technologies, and builds and supports a thriving community. Membership value is achieved through economies of scale, support for teaching, learning and research, convening communities of interest, collaborative events, and member success through learning and professional advancement.

## 1.2 OUR VISION

NJEdge is committed to remain a national model of excellence in research and education networking, and continually advancing the technology agenda in New Jersey and beyond by creating and sustaining a healthy, vibrant, and thriving technology ecosystem and community. With a focus on membership advantage through collective impact and common good, NJEdge provides technology thought-leadership, infrastructure, and opportunities for professional collaboration and growth. As a premiere research and education network, NJEdge continually strives to enhance economic development in the state through growth and expansion of a resilient high-performance network, technology products, and professional services that best meet the current and future needs of its members, collaborating partners, and subscribing patrons.

## 1.3 OUR VALUES

NJEdge affirms the following core values that represent our beliefs, shape our behavior, inspire our culture, and establish our sense of place:

***Integrity*** – We are ethical and honest in every pursuit and strive to achieve mutual trust, transparency, and open communication.



***Excellence*** – An ideal of distinction, fostered by a belief in quality, authenticity, professionalism, and achievement of our mission and vision.

***Service*** – A spirit of courage and competency that nurtures technological creativity, innovation, and teamwork to ensure member success.

***People*** – An esprit de corps personified by civility, a positive attitude toward our work, and an investment in ourselves and others to perpetually learn and grow.

***Consideration*** – An appreciation and mutual respect for all people representing diverse backgrounds, opinions, and points of view.

## **1.4 OUR DEPTH OF EXPERIENCE**

The NJEdge executive management and leadership team represent nearly 300 years of combined experience in enterprise technology planning, design, construction, and operation. With core expertise in networking, systems administration, enterprise applications, data architecture and management, and security, NJEdge is well equipped to evaluate every aspect of infrastructure supporting the academic enterprise. Our team also delivers expertise in project management, organizational change management, and business process re-engineering to effect the digital transformation of the 21<sup>st</sup> century education institution.

## **1.5 OUR SERVICES**

NJEdge is an experienced provider in the education space and provides services and solutions to our members and others to create innovative optimal technology solutions. We work side-by-side with our members and colleagues to further harness the potential of digital content to advance teaching, learning and research. Below are brief descriptions of our services.

### **1.5.1 EDGEPRO**

EdgePro is designed to provide assistance in transforming and transitioning into shared services to gain operational efficiency. Through the EdgePro program NJEdge provides:

- Enrollment Management Solutions
- Enrollment Marketing Solutions
- Contact Center Solutions
- Student Support Solutions
- Second Opinion Technology Assessments

NJEdge understands the challenge of transitioning and transforming the enterprise while maintaining quality technical operations. Solutions in EdgePro have been designed to address difficult and expensive challenges in:

- ERP/SIS migrations
- Off-hour and weekend tech support

- Inbound and outbound call center
- Technology evaluations and planning
- Educational technologies and learning management systems
- Marketing and Enrollment Management
- Virtual CIO and CISO

### **1.5.2 EDGEMARKET**

EdgeMarket provides members the ability to obtain products that are in high demand at the most cost competitive pricing available. EdgeMarket routinely searches for opportunities to bring new service offerings into procurement. This RFP is being issued through EdgeMarket.

### **1.5.3 EDGESECURE**

EdgeSecure provides members with a cybersecurity and information security solution designed to manage risk for the entire enterprise ecosystem security strategy.

### **1.5.4 EDGEMEDIA**

Through EdgeMedia we provide Digital Asset management, Real-Time Communications, Licensed Digital Media Hosting and streaming. EdgeMedia gives government, medical and educational institutions a single access point for all of their digital content needs.

### **1.5.5 EDGECLOUD**

EdgeCloud provides virtualization storage and managed cloud services. Particular expertise is provided for enterprise resource planning (ERP), constituent relationship management (CRM), and student information system (SIS) platform implementations.

### **1.5.6 EDGE COMMODITY WIDE-AREA NETWORK**

NJEdge provides a core commodity wide-area network services to its consumers in higher education, healthcare, and government include bandwidth, Internet and Internet2 access, other technology solutions, and managed services.

### **1.5.7 EDGENET**

EdgeNet provides connectivity and network management to over sixty higher education institutions in New Jersey and Pennsylvania.

## 2 PROJECT SPECIFICATIONS

### 2.1 INTRODUCTION

The EdgeMarket Cooperative Pricing System (“EdgeMarket”), serves as the lead for the New Jersey state approved cooperative pricing system #269EMCPS. EdgeMarket is the cooperative pricing system formed by NJEDGE.NET, INC. (“NJEdge”) a consortium organized pursuant to N.J.S.A. 18A:3B-8d and consisting of member institutions who are public research universities, state and independent colleges and universities, two-year community colleges, schools, K-12 school districts, hospitals, government agencies, non-profits and businesses. NJEdge’s Higher Education Members have a combined enrollment of more than 400,000 students and employ more than 50,000 faculty and staff throughout the State of New Jersey. New Jersey K12 sector enrolls 1.37 million students in over 2,500 schools in 590 school districts.

A current list of Members can be found at: <https://njedge.net/membership/current-members/>

The mission of EdgeMarket is to leverage its educational and technical research experience and expertise to bring the most current and appropriate technology solutions to its Members. With the large market that our status as a NJ Department of Consumer Affairs certified Cooperative Pricing System status allows it to serve, EdgeMarket seeks to procure the most current and in-demand technical solutions for its multiple member entities and, through the volume purchasing advantages of the co-op, provide measurable cost savings to its members beyond that currently available on the open market

#### 2.1.1 OBJECTIVES

EdgeMarket seeks through this RFP to provide its members a Digital Asset Management System (DMS) that is a cloud solution and facilitates integrated information flow between all functions and manages connections among all stakeholders.

NJEdge seeks to enter into a Master Agreement with the successful Bidders to provide solutions for its members.

EdgeMarket seeks pricing for five (5) years with an initial three (3) year period and two (2) one-year extensions. EdgeMarket seeks an off-premises cloud solution for its members and is interested in the following services:

- Managed Cloud Services
- Cloud Services
- SaaS Solutions
- Multi-Tenancy SaaS Solutions

##### 2.1.1.1 MANAGED SERVICES

This service provides management of EdgeMarket members computing storage, networks, operating systems, including the tools and application stacks that run on top of that infrastructure.

#### 2.1.1.2 CLOUD SERVICES

This service provides EdgeMarket members with a solution that includes Platform, Software and Recovery as a Service.

#### 2.1.1.3 SAAS SOLUTIONS

This service provides EdgeMarket members with a solution that provides a software distribution model where the application is hosted and is made available to members via the internet.

#### 2.1.1.4 MULTI-TENANCY SOLUTIONS

This service provides EdgeMarket members with the architecture in which a single instance of the software platform services multiple EdgeMarket members. This type of solution would typically be used by smaller Community Colleges where costs are shared among users of each tenancy.

#### 2.1.1.5 SOLUTION PRICING

EdgeMarket is interested in the following pricing models:

- **Flat Rate Pricing:** Vendor offers a single product at a single flat rate billed monthly.
- **Usage Based Pricing:** Vendor offers a Pay as You Use model. Prices are billed monthly.
- **Tiered Pricing:** Vendor offers multiple packages with different combination of users and product features at different price points.
- **Per User Pricing:** Vendor prices the platform based on the number of users.

#### 2.1.1.6 COST PROPOSAL

Cost Proposals must be submitted electronically in DecisionDirector. Vendors may also upload an attached narrative describing their cost basis and unit costs. (See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.)

#### 2.1.1.7 EDGEMARKET MEMBERS

Respondents to this procurement who receive an award may sell to all EdgeMarket co-op members in New Jersey State, and beyond. Nonmembers wishing to purchase from the contract may do so after adopting a resolution authorizing the entity to join the co-op and executing the co-op agreement.

Vendors are encouraged to access the New Jersey Office of the Secretary of Higher Education for information on Colleges and Schools in the state:

- [New Jersey Higher Education Statistics](#)
- [2017 Enrollment Data](#)
- [2017 Enrollment and Credits](#)
- [New Jersey Public Schools](#)

All Respondents submitting a proposal in response to this RFP must submit their responses electronically in the DecisionDirector. (See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.)

Contracts awarded through the EdgeMarket co-op must comply with all procurement laws of the State of New Jersey. All member entities may thereafter use EdgeMarket contracts without resorting to their own procurement process because the EdgeMarket process has already met all New Jersey procurement requirements. New Jersey law permits any co-op member entity to purchase from co-op contracts in any amount as long as the purchase conforms to the original contract specifications. Member entities do not have to conduct their own procurements or solicit quotations when purchasing from the co-op. Similar to state contract purchases, the co-op member entity may make efficient and cost-effective purchases from the co-op contracts without the necessity and difficulty of drafting technical specifications and conducting their own procurement process.

## **2.2 SCOPE OF SERVICES**

It is the intention of EdgeMarket to obtain proposals, pursuant to the Competitive Contracting process N.J.S.A. 40A:11-4.1 et seq., in the form of bids to be submitted in accordance with the requirements set forth herein, from qualified Vendors for the provision of a Digital Asset Management System for its Members.

Bid proposals must be completed and submitted in the DecisionDirector platform on or before the due date and time indicated on the Summary information Form. (See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.)

**NJEdge wishes to acquire and implement a new Digital Asset Management (DAM) platform and to enter into an ongoing relationship with the selected Vendor to provide maintenance and support for up to 5 years.**

NJEdge is seeking proposals for a Digital Asset Management system (DAM) to host a myriad of data and media to service products that impact the lives of stakeholders, constituents and learners in New Jersey, across the USA and around the globe. Our Functional, Technical and Services requirements are available in the DecisionDirector platform.

This DAM platform will be the central repository for all creative and content materials within an institution, from marketing material to content for educational curriculum, impacting the worldwide recruitment and educational endeavors of the Members. This single source of written content, imagery, video and design elements will seamlessly integrate into website assets, learning management systems and other digital communication channels in order to keep materials up to date and organized. As a center of cutting-edge technologies and collaborations, NJEdge looks forward to finding a robust DAM platform that will better expand our Member's reach and further each institution's mission to bring quality education to all constituents.

## **2.2.1 PROPOSAL EVALUATION / AWARD OF CONTRACT**

### **2.2.1.1 AWARD METHODOLOGY**

The methodology for the awarding of this contract shall be based on an evaluation and ranking, which shall include technical, functional and cost-related criteria, and shall include a weighing of criteria all developed in a way to meet the specific needs of EdgeMarket, and designed so such criteria shall not unfairly or illegally discriminate against or exclude otherwise capable Bidders. N.J.S.A. 40A:11-4.4(b).

### **2.2.1.2 PROPOSAL EVALUATION COMMITTEE**

Proposals shall be evaluated by an Evaluation Committee composed of employees of NJEdge.Net. Representatives from member entities may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultants in an advisory role.

### **2.2.1.3 ORAL PRESENTATION/CLARIFICATION OF PROPOSAL**

A Bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a Bidder to submit written responses to questions regarding its proposal. The purpose of such communication with a Bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the Bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors. It is within the Evaluation Committee's discretion whether to require a Bidder to give an oral presentation or require a Bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard shall not be construed to imply acceptance or rejection of a proposal. NJEdge will be the sole point of contact regarding any request for an oral presentation or clarification.

### **2.2.1.4 EVALUATION CRITERIA**

The following evaluation criteria categories, not listed in order of significance, will be used to evaluate bid 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. Bidders' responses should address each of the following categories:

- 1) The Bidder's general approach and plans in meeting the requirements of this RFP, including the completeness of the bid response, amendments, exceptions, and bid as specified or alternative specified;
- 2) The Bidder's detailed approach and plans to perform the services required under this RFP, including the Bidder's marketing proposal to ensure the successful marketing of this program on a statewide basis to all eligible entities;
- 3) The Bidder's documented experience in the successful completion of contracts of a similar size and scope to that required by this RFP;

- 4) The qualifications and experience of the Bidder's professionals, supervisory or other key personnel assigned to the contract, with the emphasis on documented experience in successfully completing work on contracts of similar size and scope to that required in this RFP and including:
  - a) Experience working with educational institutions;
  - b) Number and quality of references provided;
- 5) The overall ability of the Bidder to mobilize, undertake and successfully complete the contract. The evaluation will include, but not be limited to the following factors:
- 6) The Bidder's ability to serve the co-op in an expeditious and efficient manner
- 7) The number and qualifications of professionals, supervisory and other staff proposed by the Bidder to complete the contract
- 8) The availability and commitment to the contract of the Bidder's professionals, supervisory and other staff proposed; and including, but not limited to:
  - a) Help Desk Operations;
  - b) Ordering process;
  - c) Service and support.
  - d) The Bidder's price proposal.

The weighting to be accorded to the evaluative categories will be available at the time of bid opening at the time and date indicated on the Summary information Form.

EdgeMarket reserves the right to reject any and all bids received in response to this advertisement in accordance with N.J.S.A. 40A:11-13.2, if determined to be in the best interest of the co-op. All Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Further, if awarded a contract, your company/firm will be required to comply with the above-cited statutory requirements.

Questions regarding the technical aspects of this document must be input in DecisionDirector and shall be submitted no later than the time and date indicated on the Summary Information form. (See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.)

## **2.3 TECHNICAL, FUNCTIONAL AND SERVICES SPECIFICATIONS**

**The technical, functional and services specifications and requirements are available for review and response in DecisionDirector.**

Vendors who wish to bid will respond to our requirements in the DecisionDirector platform. (See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.)

## **2.4 METHOD OF AWARD**

This RFP is part of a competitive procurement process designed to serve the best interests of NJEdge and its members. It is designed to provide all Bidders with a fair and even opportunity to have their services considered. EdgeMarket will conduct a comprehensive review of each responsive bid submitted in accordance with the terms of this RFP. Proposals will be evaluated on the basis of "best value" by an

evaluation committee comprised of NJEdge representatives (which may include a selection of its members), and shall be conducted in the following steps:

#### **2.4.1 ADMINISTRATIVE REVIEW**

Each proposal received by the due date and time will be screened for completeness of submission in accordance with this RFP and for determination of whether the Bidder has met the requirements of the RFP.

#### **2.4.2 TECHNICAL AND FUNCTIONAL EVALUATION**

Each proposal remaining after the Proposal Review will be advanced for independent review and evaluation by the evaluation committees.

#### **2.4.3 COST EVALUATION**

The Cost Proposal of each proposal will be independently scored by a cost evaluation committee. The EdgeMarket Costs Worksheet provided in the DecisionDirector platform must be completed by the Bidder in accordance with the following instructions:

- Each cost must be itemized (add new lines if necessary)
- Core costs should be detailed as possible
- Ensure costs are not duplicated across the different sections
- Any customization or additional modules should reference its correspondence reference in the requirements
- Separate core costs, customizations, additional modules and implementation costs
- If there is more than one option for pricing, then each option should use a separate Cost Worksheet and named appropriately.
- Any cost which uses a rate must show the rate used. You may add this to the “Notes” column or attach a separate narrative explaining your cost basis

See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.

#### **2.4.4 PRESENTATION AND DEMONSTRATION**

If a presentation or demonstration is required, this will be indicated on the Summary Information Form.

Bidders who are viable for an award following the summation of the technical, functional, services and cost scoring, may be invited to make a presentation/demonstration to discuss their proposal.

EdgeMarket will notify the selected subset of Bidders and schedule the time, format and location (if applicable) for their presentation and demonstration. EdgeMarket may request that Vendors include a NJEdge designed script as part of their demonstration. NJEdge script will be supplied to the selected subset of Bidders prior to the agreement of a presentation and demonstration date.



The format of the presentation and demonstration may be in-person or by video and will be at the EdgeMarket's discretion. The presentation and demonstration will provide an opportunity for these Bidders to clarify or elaborate on their proposals but shall in no way change their original proposals. The presentation and demonstration will be evaluated and scored by the evaluation committee. All costs associated with the Bidder's presentation and demonstration will be borne by the Bidder.

#### **2.4.4.1 RECORDING OF PRESENTATION AND DEMONSTRATION**

NJEdge through EdgeMarket involve Members in reviewing and scoring demonstrations and presentations. It is sometime impossible to have all participants available to attend presentations and demonstration and, in these cases, NJEdge needs to record these sessions so that participants unable to attend can view the demonstration at a later date and time. NJEdge is willing to sign a Non-Disclosure Agreement (NDA) with the Vendor to facilitate these recordings. A Vendor wishing to have an NDA in place should submit their standard NDA with their bid package.

#### **2.4.5 SELECTION**

Proposals will be evaluated on the basis of "best value" by an evaluation committee comprised of NJEdge representatives, who may include representation from its membership, utilizing an evaluation methodology that considers the following factors:

<b>Proposal</b>	<b>%</b>
Bidder's Qualification	10%
Total Technical/Functional Proposal	60%
Cost Proposal	30%
Total	100%

## 3 BIDDER QUALIFICATIONS

### 3.1 MINIMUM BIDDER QUALIFICATIONS

Bids will be accepted only from established manufacturers, Vendors and/or their authorized Dealers. Any Dealer submitting a bid affirms that it is an authorized Dealer of the manufacturer and that the manufacturer has agreed to supply the Dealer with all the quantities of products required by the Dealer in fulfillment of its obligation under any resultant contracts with NJEdge, and that it will provide a certificate from the manufacturer acknowledging this level of support upon request. If Dealer is found to be unauthorized, EdgeMarket reserves the right to reject the bid. EdgeMarket reserves the right to investigate or make any inquiry into the capabilities of any Bidder to properly perform under any resultant contract.

### 3.2 BIDDER REFERENCES AND FINANCIAL INFORMATION

All Bidders must complete and submit the **Exhibit A: Bidder Qualifications Submission Form** that is provided in DecisionDirector. The form requests Bidders to:

- 1) Provide a narrative addressing its ability and experience in the business of providing similar services. Include corporate profile details about your company's experience in this market niche, such as year founded, how many years providing similar services, total number and type of employees and any other relevant details.
- 2) Provide a minimum of three (3) references from institutions with a similar profile to NJEdge Members (<https://njedge.net/membership/current-members/>). The references should demonstrate the Bidder's ability with projects similar in scope, size and nature of this RFP.
- 3) Provide a list of accounts where a contract was terminated by the customer within the past 5 years.

Each Bidder must also document its ability to service a contract with a volume similar to the scope of this RFP, by submitting financial statements and documenting past sales history. Financial statements are collected in DecisionDirector and may be marked as "confidential".

EdgeMarket reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this RFP.

See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.

## 4 BID SUBMISSION REQUIREMENTS

### 4.1 BID SUBMISSION REQUIREMENTS

#### 4.1.1 SUBMITTAL INSTRUCTIONS

A Vendor's bid proposal must be submitted electronically by the due date.

Responses to this RFP must be submitted electronically<sup>1</sup> using the DecisionDirector application provided by Advantiv. Access to DecisionDirector will be provided by EdgeMarket and Advantiv under the terms of its existing licenses at no cost to Bidders.

Instructions for obtaining access and user training, as needed, are provided below. The use of DecisionDirector by any responding Bidder is expressly restricted and is solely for the communication of information related to this Digital Asset Management System RFP for EdgeMarket. No other use of DecisionDirector is authorized or permitted by either EdgeMarket or Advantiv.

To obtain access to DecisionDirector, Bidders must send an email request to [support@advantiv.com](mailto:support@advantiv.com) with "NJEdge <RFP Name> for <BidderName>" as the subject line, where "BidderName" is the name of the Bidder's company. Familiar names and abbreviations are acceptable. The email request must include the name and contact information of the person or persons who will be coordinating the Bidder's RFP response.

Advantiv will provide specific instructions for gaining access to DecisionDirector and on how to use DecisionDirector to respond to this RFP. Advantiv will also provide all necessary training and support to ensure successful use of DecisionDirector.

The following list identifies the Bidders' requirements and responsibilities for bid submission:

- 1) Bidders MUST respond using the requested question formats. Any deviation from this defined format may cause the Bidder's proposal to be non-responsive, causing the proposal to be rejected. The DecisionDirector system has been customized to ensure this format.
- 2) Some questions will provide Bidders with an option to attach supporting documentation to their question response. However, it is not acceptable to simply attach a document and provide a question response that states, "See attachment." **If a Bidder provides such responses, its proposal may be deemed non-responsive and disqualified from further consideration.**
- 3) If the Bidder cannot fulfill any part of a requirement as specified, this must be clearly stated. Responses should indicate any deficiencies, enhancements, or other differences that exist between the proffered products and services and those that EdgeMarket has described in its specifications. After responding to a requirement, where space and/or the option to attach a document is provided,

---

<sup>1</sup> Since this is a procurement for a technology platform, all Vendors must submit their proposal electronically

Bidders may present alternate and innovative approaches to meeting the requirement that may result in greater value, efficiency, or cost savings. These alternatives must be clearly identified.

- 4) A Bidder's proposal shall address the Bidder's ability and methodology for providing NJEdge with the requested services. To be deemed "responsive" to this RFP, a Bidder must meet all mandatory requirements and qualifications and its written proposal **must address all points and questions appearing in this RFP**. In the event a Bidder's proposal is determined by EdgeMarket to be "non-responsive," EdgeMarket is required by its contracting procedures to disqualify the proposal. A disqualified proposal will not be further evaluated or considered for contract award.
- 5) Bidders must prepare a clearly readable proposal that includes all required information. Since the response material is entered into DecisionDirector, **it is the Bidder's responsibility to ensure that the rich text narrative portions of their responses are readable when the response is assembled and generated as an MS-Word or PDF document**. See: <https://help.decisiondirector.com/help/generating-a-response-document>.
- 6) Proposals must be complete, accurate, and in the form requested.
- 7) Space in DecisionDirector is provided, including the ability to attach separate documents and/or explanations, for Vendors to indicate deviations from the technical and/or functional specifications.
- 8) The proposal must be fully and properly executed by an authorized person, and the authorized person's signature must be notarized. By signing, you certify (i) your express authority to sign on behalf of yourself, your company, or other entity; (ii) your full knowledge and acceptance of this RFP, and (iii) that all information provided is complete, true and accurate. By signing you further affirm that you understand and agree to comply with the procedures on permissible contacts relating to this procurement.
- 9) **Complete and submit your proposal in the DecisionDirector platform**. Proposals must be submitted by the due date and time provided on the Summary Information Form on Page 1 of this RFP. **Submission of bids is managed in Decision. Incomplete bids, i.e. missing required items or required responses, will not be eligible for submission.**
- 10) **Late Bids: DecisionDirector will automatically close the RFP response and submission environment on exactly the due date and time as provided on the Summary Information Form, unless otherwise amended by NJEdge**. NJEdge reserves the right, in its sole discretion, to accept Late Bids in the event that: (i) no timely Bids meeting the requirements of this RFP are received, or; (ii) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award; (iii) and acceptance of the Late Bid is in the best interest of NJEdge and its members. Determinations relative to bid timeliness shall be at the sole discretion of the CEO of NJEdge or designee.
- 11) Bidders who have been granted access to DecisionDirector and ultimately determine themselves to be unable or unwilling to submit a proposal are asked to complete the Summary Information Form, described on Page 1 of this RFP, check the box indicating that no bid is being submitted and email the completed form to the Primary Contact indicated on the form.
- 12) All prices and conditions must be included in the original proposal. Prices and conditions not included in the original proposal will be rejected unless that adjustment is in response to

EdgeMarket's request for clarifying information in the course of evaluation and/or selection under the RFP.

- 13) The submission of a proposal constitutes a non-revocable, binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of sixty (60) days from bid opening. After sixty (60) days, the proposal may remain in effect, subject to withdrawal communicated in writing signed by the Bidder.
- 14) Bidder is responsible for all costs that it incurs, direct or indirect, related to the preparation and submission of a proposal in response to this RFP.
- 15) Bidder is responsible for providing all required forms and documents as detailed in section 7 **Bid Submission Checklist**.

## **4.2 BIDDER QUESTIONS**

If a Question and Answer period is provided for this solicitation, the schedule will be shown on the Summary Information Form, "Key Events," provided on the first page of this RFP. All questions must be submitted in DecisionDirector, citing the particular RFP page, section, and paragraph numbers where applicable. Questions must be entered in DecisionDirector no later than 5:00 pm Eastern Time on the date indicated and should be directed to the Designated Contacts shown on the Summary Information Form. Questions received after the closing date for inquiries will not be answered. Only written answers are official. All Questions and Answers will be made available to all registered Vendors in DecisionDirector and also published on the EdgeMarket website <https://njedge.net/solutions/edgemarket/> and issued as an Addendum to the RFP package.

## **4.3 PRE-BID PROPOSAL MEETING**

If a mandatory or optional Pre-Bid Conference is held for this solicitation, the date, time, and whether the conference is mandatory or optional is reported on the Summary Information Form, "Key Events," provided on Page 1 of this RFP.

## **4.4 SITE VISIT**

If a site visit is required for this solicitation, the date and time is reported on the Summary Information Form, "Key Events," provided on Page 1 of this RFP.

## **4.5 BID OPENING**

Bids may, as applicable, be opened publicly. EdgeMarket reserves the right at any time to postpone or cancel a scheduled Bid opening.

## **4.6 MINOR IRREGULARITIES**

Bids that contain minor irregularities, such as those submitted without a proper Bid Security, or in the wrong form, or executed improperly, shall be considered informal. Informal proposals may be considered in selecting a low Bidder where NJEdge or its members' interest will be promoted thereby.

## 4.7 EXTRANEOUS TERMS

Bids must conform to the terms set forth in this RFP. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid. Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- 1) Each proposed extraneous term (addition, deletion, counteroffer, deviation, or modification) must be specifically enumerated in writing which is not part of a pre-printed form; and
- 2) The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- 3) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

A place for noting such exceptions to terms and conditions is provided in DecisionDirector.

No extraneous term(s), whether or not deemed “material,” shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the NJEdge CEO or designee expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

## **5 GENERAL INFORMATION**

### **5.1 ELECTRONIC RFP**

Electronic copies of this RFP and related forms are available by contacting the Contract Office (see SUMMARY page).

### **5.2 EDGEMARKET RESERVED RIGHTS**

EdgeMarket reserves the right to:

- 1) Reject any and all proposals received in response to this RFP.
- 2) Reject any or all portions of any proposal, to negotiate terms and conditions consistent with this RFP and to make an award for any or all remaining portions.
- 3) Withdraw the RFP at any time, at EdgeMarket's sole discretion.
- 4) Make an award in whole or in part.
- 5) Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
- 6) Use proposal information obtained through site visits, management interviews and EdgeMarket's investigation of a Bidder's qualifications, experience ability or financial standing, and any material or information submitted by the Bidder in response to EdgeMarket's request for clarifying information, in the course of evaluation and/or selection under the RFP.
- 7) Prior to the bid opening, amend the RFP specifications to correct errors of oversights, or to supply additional information, as it becomes available.
- 8) Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
- 9) Request references and contact any or all references.
- 10) Adjust or correct cost or cost figures with the concurrence of the Bidder if mathematical or typographical errors exist.
- 11) Advise the Successful Bidder of an objectionable employee(s) and/or Subcontractor(s).
- 12) Waive requirements or amend this RFP upon notification to all Bidders. Mandatory requirements may be eliminated if unmet by all Bidders.
- 13) Negotiate with Bidders responding to this RFP within the requirements necessary to serve the best interests of NJEdge and its members.
- 14) Begin contract negotiations with another Bidder in order to serve the best interests of NJEdge, should contract negotiations with the Successful Bidder be unsuccessful within a time frame acceptable to NJEdge.
- 15) Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and permit revisions from all potential awardees prior to award.
- 16) Award no contract.
- 17) Disqualify any Bidder who demonstrates unethical behavior during the RFP process.

- 18) Disqualify any Bidder whose conduct does not comply with all laws, rules, orders, regulations, and requirements of federal, state and regulatory authorities.

### **5.3 CONTRACT AWARD**

Receipt of this RFP does not indicate that EdgeMarket has predetermined Bidder's qualifications to receive a contract award. A contract award, if made, shall be based on evaluation of the bid in accordance with the criteria set forth in this RFP. The successful Bidder will be notified by EdgeMarket by telephone or email and confirmed by letter.

### **5.4 POST AWARD PROCEDURES**

#### **5.4.1 DEBRIEFING**

Bidders who responded to this RFP will be given written notice as to whether their bid was successful or unsuccessful. Upon being notified of their unsuccessful bid, Bidders may request a debriefing in writing within 15 calendar days of such notice. The 15-day period starts once unsuccessful Bidders are notified.

Upon a Bidder's request for a debriefing:

- 1) EdgeMarket will schedule the debriefing within a reasonable time of such request.
- 2) The debriefing will be conducted in person with the Bidder, unless EdgeMarket and the Bidder mutually agree to use another method such as by telephone, video conference or another type of electronic communication.
- 3) Bidders' written request must state whether the Bidder will be attending with counsel, to allow EdgeMarket to arrange for counsel attendance if so determined.
- 4) The debriefings will cover, but not limited to the following:
  - a) The reason why the bid was unsuccessful.
  - b) The quantitative and qualitative analysis that was used by EdgeMarket to assess the relative merits of the bid, proposal or offer.
  - c) How the selection criteria were applied to the unsuccessful bid.
  - d) If the request for debriefing is made prior to contract award, the debriefing shall be limited to review of that Bidder's bid.
  - e) If the debriefing is held after the final award, it may cover the reason for the selection of the winning proposal.
  - f) To the extent practicable, general advice and guidance on the ways the Bidder can improve future proposal submission or be more responsive.

#### **5.4.2 CONTRACT AWARD PROTEST PROCEDURES**

Bidders wishing to protest a contract award may do so in accordance with the following EdgeMarket procedures.

A Vendor wishing to protest an award made by EdgeMarket Procurement Services, must communicate in writing and address the protest letter to:



Joe Rearden  
Vice President & Chief Financial Officer  
NJEdge  
625 Broad Street,  
Suite 240  
Newark, NJ 07102

The protest letter must be received no later than 10 business days of the award letter being issued. Protests received by EdgeMarket after this date will be returned to the sender. Failure to timely file the bid protest shall constitute grounds for EdgeMarket to deny the bid without further consideration. Bidders wishing to review the appropriate public portions of the bid records of the successful Bidder or Bidders must request, in writing, an opportunity to review these records from the Vice President. Failure to make a timely request to review the winning Bidder appropriate public portions of the bid records shall not constitute a basis to extend the protest period.

The protest letter must contain the following information:

- Supplier Name and contact information
- RFP Bid # and Title
- Detailed reason for the protest. All grounds for protest that the Bidder is asserting **MUST** be included in the protest letter.
- Documentation or information to support the Supplier's protest. All supporting data **MUST** be included in the protest letter.

The filing of a protest does not hold the contract award in abeyance pending completion of the protest determination, unless the Vice President determines that it is in the best interest of EdgeMarket to stay the contract award pending the determination on the protest.

The Vice President will have 30 business days to review the protest letter and RFP file and decide on the protest. The Vice President, at his sole discretion, may request a meeting with the Supplier to ascertain additional information about the protest. The Vice President's findings will be documented in a Protest Decision Letter and mailed to the Supplier. All decisions of the Vice President are final.

EdgeMarket is not required to meet with a Supplier as part of the protest process or after a decision is made.

## **6 GENERAL TERMS, CONDITIONS FOR SUBMISSION**

### **6.1 FREE AND OPEN COMPETITION**

EdgeMarket encourages free and open competition. Whenever possible, terms, specifications, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy NJEdge and member's needs.

### **6.2 NOTIFICATION OF ERRORS, INQUIRIES AND INTERPRETATION**

Bidder is responsible to bring to EdgeMarket's attention any deviations in the technical or functional specifications and to make recommendations for any additional requirements deemed necessary as standard, or for work indicated in the specifications contained in this RFP. If EdgeMarket in its discretion finds the deviations to be significant so as to require a change in the necessary specifications for the work, EdgeMarket will notify all Bidders in writing of the change in specifications. No deviations from the technical and functional specifications provided herein shall be made without written approval of EdgeMarket.

### **6.3 NO CLAIMS OR RIGHTS**

By submitting a proposal, Bidder agrees that it will not make any claims for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

### **6.4 CONFLICT OF INTEREST**

Bidder may be requested to provide evidence that the award of a contract will not result in (i) a conflict of interest with regard to other work performed by Bidder; or (ii) a potential conflict of interest among Bidder's staff.

### **6.5 ACCEPTANCE OF RFP CONTENT**

The terms and conditions included in this RFP as well as the applicable portions of Bidder's proposal shall become contractual obligations if a contract is awarded. **BIDDER'S FAILURE TO ACCEPT THESE TERMS AND CONDITIONS AND OBLIGATIONS SHALL RESULT IN REJECTION OF BIDDER'S PROPOSAL.**

### **6.6 SERVICES OUTSIDE SCOPE OF THE CONTRACT AWARDED**

NJEdge and its members shall not be responsible for any services provided by the successful Bidder that are outside the scope of the contract awarded. NJEdge nor is members shall not be responsible for any additional costs other than the costs for the services outlined herein, or for any work performed that has not been properly authorized in writing by NJEdge or an individual member.

## **6.7 BINDING EFFECT**

The contract awarded shall be binding upon its execution by both parties.

## **6.8 CONFIDENTIALITY/FREEDOM OF INFORMATION LAW**

All proposals submitted for EdgeMarket's consideration will be held in confidence and will become the property of NJEdge. However, the resulting contract is subject to the New Jersey State Open Public Records Act (OPRA), contained in New Jersey S.A. 47:1A-13 (Open Public Records Act - OPRA).

Therefore, if a Bidder believes that any information in its proposal constitutes a trade secret, should be treated as confidential and should not be disclosed upon a request pursuant to OPRA, Bidder shall submit with its proposal a separate letter specifically (i) identifying the page number(s), line(s) or other appropriate designation(s) containing such information; (ii) explaining in detail why such information is a trade secret or confidential; and (iii) formally request that such information be held as confidential. Bidder's failure to submit such a letter with its proposal will constitute a waiver by the Bidder of any rights it may have under OPRA relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable, because a proposal cannot reasonably consist exclusively of proprietary information.

## **6.9 DATA PRIVACY AND SECURITY**

### **6.9.1 DATA PRIVACY**

- 1) Contractor will use any information it creates, receives, maintains or transmits on behalf of NJEdge or its members ("NJEdge Data") only for the purpose of fulfilling its duties under this Contract and will not share such data with or disclose it to any third party without the prior written consent of NJEdge, except as required by the Contract or as otherwise required by law.
- 2) NJEdge Data will not be stored outside the United States without prior written consent from NJEdge.
- 3) Contractor will provide access to NJEdge Data only to its employees and Subcontractors who need to access the data to fulfill its obligations under the Contract.
- 4) Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract.
- 5) FERPA: If Contractor will have access to the NJEdge's (or any member) Education Records as defined under the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the NJEdge (or its members) Education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for NJEdge (or its members) and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by NJEdge (or members).

- 6) Contractor will receive, maintain, process or otherwise will have access to confidential information on employees of NJEdge or any of its members. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314), and to the extent the Contractor is a covered entity or applicable service provider under these regulations with respect to student or customer data, the Contractor will implement and maintain a written Information Security Program ("Program") in order to protect such confidential customer information. Customer information is defined as "any record containing nonpublic personal information as defined in 16 CFR §313(n)" (the FTC's Privacy Rule) "about a customer of a financial institution, whether in paper, electronic, or other form" (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.

## 6.9.2 DATA SECURITY

- 1) Contractor agrees at all times to maintain network security which, at a minimum, includes network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments, and provide a copy of the annual Attestation of Compliance (AOC) document, if requested. Further, Contractor agrees to maintain network security that conforms to generally recognized "Industry Standards "and best practices that Contractor applies to its own network. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see <http://www.cisecurity.org> or Payment Card Industry/Data Security Standards (PCI/DSS) see <http://www.pcisecuritystandards.org>. Contractor will maintain a data security plan ("Data Security Plan"), which will comply with Payment Card Industry Data Security Standards ("PCI DSS") requirements (as discussed in more detail below) and all applicable legal and regulatory requirements for data protection. In addition, the Data Security Plan will protect against any anticipated threats or hazards to the security or integrity of information stored on its servers and unauthorized access to or use of such information that could result in harm or inconvenience to the person who is the subject of such information. Contractor will review, at least annually, its Data Security Plan and update and revise it as needed. A copy of Contractors' Data Security Plan will be made available to NJEdge or members upon request.
- 2) Contractor shall maintain mandatory procedures and protocols outlined in its "Information Security Incident Response Policy" to be undertaken in the event of an identified or suspected breach of credit card information or current or former student information that is not Directory Information. A copy of Contractor's Information Security Incident Response Policy will be made available to NJEdge or members upon request. In the event a breach is suspected, Contractor will: (i) immediately contain the possible exposure while not compromising any data on its system; (ii) contact all members of its Corporate Security Committee; (iii) initiate a local analysis within 24 hours of the suspected breach to determine the type of information that has been potentially compromised, the individuals and NJEdge or member institutions at risk, the incident timeframe at risk and the suspected cause of the incident; and (iv) if a breach is identified, immediately contact affected parties with details of the breach.

### 6.9.3 NEW JERSEY INFORMATION BREACH AND NOTIFICATION REQUIREMENTS

Contractor hereby acknowledges and agrees to use commercially reasonable efforts to maintain the security of private information (as defined in NJ Rev Stat § 56:8-163 (2013) that it creates, receives, maintains or transmits on behalf of NJEdge or its members and to prevent unauthorized use and/or disclosure of that private information; and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic private information that it creates, receives, maintains or transmits on behalf of NJEdge or its members (“NJEdge Data”). Contractor hereby acknowledges and agrees to fully disclose to NJEdge pursuant to NJ Rev Stat § 56:8-163 (2013) and any other applicable law any breach of the security of a system where Contractor creates, receives, maintains or transmits private information on behalf of NJEdge or its members following discovery or notification of the breach in the system as to any resident of New Jersey whose private information was, or is reasonably believed to have been acquired by a person without valid authorization (“Security Incidents”). The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system. Contractor shall be liable for the costs associated with such breach if caused by Contractor’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor’s agents, officers, employees or Subcontractors. In the event of a Security Incident involving NJEdge Data pursuant to NJ Rev Stat § 56:8-163 (2013), NJEdge (or members) has an obligation to notify every individual whose private information has been or may have been compromised. In such an instance, the Contractor agrees that NJEdge (or member) will determine the manner in which such notification will be provided to the individuals involved pursuant to NJ Rev Stat § 56:8-163 (2013) and agrees to indemnify NJEdge or its members against any cost of providing any such legally required notice. Upon termination or expiration of the Contract, the Contractor will follow NJEdge’s (or member’s) instructions relating to any NJEdge Data remaining in Contractor’s possession. Upon authorization from NJEdge, the Contractor will use data and document disposal practices that are reasonable and appropriate to prevent unauthorized access to or use of NJEdge Data and will render the information so that it cannot be read or reconstructed.

### 6.9.4 SERVICE LEVELS

NJEdge understands that the Services will not be uninterrupted or error free. Contractor will use commercially reasonable efforts to ensure availability of the Services in accordance with the provisions of the **Service Level Agreement, Attachment 5**.

### 6.9.5 DISASTER RECOVERY

Contractor shall maintain disaster recovery services at the dedicated facility that is able to handle NJEdge (or its members) data center and business continuity needs under the Contractor in the event disaster recovery is needed. Throughout the term of the Contract, Contractor shall maintain contracts or arrangements that are substantially equivalent or an improvement to those currently in effect. Contractor shall test disaster recovery capabilities, at least once every calendar year and provide NJEdge with a copy of its disaster recovery plan upon request.

### **6.9.6 DATA PORTABILITY**

Contractor agrees to do whatever is reasonable and necessary to facilitate the orderly and professional transfer of the Services and NJEdge (or its members) data upon the expiration or termination of the Contract to NJEdge or a NJEdge member, or to whatever subsequent Vendor NJEdge may select to provide similar services on NJEdge's behalf.

### **6.10 OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

The Contractor and Subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

### **6.11 GOVERNING LAW**

This RFP, Bidders' proposals and any resulting contract shall be governed, construed and enforced in accordance with the laws of the State of New Jersey.

### **6.12 EXHIBITS**

The following documents will be incorporated into, and made part of, the contract awarded:

- 1) The Agreement
- 2) As Exhibit B, This RFP
- 3) As Exhibit C, the Successful Bidder's proposal and Statement of Work
- 4) As Exhibit D, the Successful Bidder's Cost Proposal

In the event of any inconsistency in or conflict among the document elements described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth above.

### **6.13 INDEPENDENT CONTRACTOR**

The Successful Bidder (Contractor) and its agents or employees or any entity or person acting on behalf of the Contractor engaged in the performance of work shall at all times be deemed to be performing as independent Contractors. The Contractor hereby covenants and agrees to act in accordance with that status. The Contractor and its agents or employees or any entity or person acting on behalf of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of NJEdge and shall make no claim for, nor be entitled to, Workers' Compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from NJEdge.

## 6.14 SUBCONTRACTING

In the event the Successful Bidder (Contractor) uses partners, subcontracts or Subcontractors, the Contractor will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFP. For the resulting agreement, the successful Bidder will be the prime Contractor.

Within thirty (30) calendar days after Notice of Award, the Successful Bidder must submit a written statement to EdgeMarket giving the name and address of all proposed Subcontractors. The statement must contain a description of the portion of the work and materials which the proposed Subcontractors are to perform and must furnish any other information to document that the proposed Subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the contract.

If NJEdge finds that the proposed Subcontractors are qualified, it will so notify the Contractor within ten (10) business days following receipt of Contractor's written statement described above. If EdgeMarket determines that a Subcontractor is not qualified, it will so notify the Contractor. The Contractor must, within ten (10) business days thereafter, submit a written statement as described above with respect to other proposed Subcontractors, unless the Contractor decides to do such work itself and in EdgeMarket's opinion is qualified to do such work.

EdgeMarket's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under the contract. The Contractor shall be solely responsible to EdgeMarket for the acts, omissions or defaults of such Subcontractors and of such Subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. No provisions of the awarded contract shall create or be construed as creating any contractual relation between EdgeMarket and any Subcontractor or sub-Subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its Subcontractors and of all work. Contractor shall check requirements of the work and coordinate and adjust as required so that conflicts in time, workspace, equipment and supplies do not occur in the work being performed by the Contractor with its own employees and the work being performed by its Subcontractors.

No Subcontractor shall be permitted to work until it has furnished satisfactory evidence to EdgeMarket of the insurance required by law.

The Successful Bidder (Contractor) shall execute a written agreement with each of its Subcontractors and shall require all Subcontractors to execute with their sub-Subcontractors a written agreement which shall bind each to the terms and provisions of the prime contract awarded, insofar as such terms and provisions are applicable to the work to be performed by such Subcontractors. The Contractor shall



require all Subcontractors and sub-Subcontractors to promptly, upon request, file with EdgeMarket a copy of such agreements upon request, from which the price and terms of payment may be deleted.

## **6.15 COMPLIANCE**

Contractor shall comply with all laws, rules, orders, regulations, and requirements of federal, state and municipal governments.

## **6.16 INDEMNIFICATION**

The Successful Bidder (Contractor) shall be responsible to and shall fully defend, indemnify, and hold harmless NJEdge, members and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of the Contractor, its officers, employees, agents or licensees in any performance under this Agreement including: i) personal injury, damage to real or personal tangible property; ii) negligence, either active or passive; and iii) infringement of any law or of a United States Letter Patent, with respect to Products and Services furnished under this Agreement, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that NJEdge shall give Contractor: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which, shall be established by NJEdge upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action is at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, NJEdge may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as NJEdge shall require.

## **6.17 LIABILITY**

The Successful Bidder (Contractor) understands and agrees that it is responsible for the performance of the Services in accordance with the terms and conditions of the awarded Contract. EdgeMarket may look solely to the Contractor for remedy, redress, liability or indemnification for any failure to perform, whether caused by Contractor itself or by one or more of its officers, employees, Subcontractors, agents, licensees, licensors or affiliates or any person or entity acting on behalf of Contractor in providing the Services. The Contractor shall be fully liable for the actions of its officers, employees, Subcontractors, agents, licensees, licensors, or affiliates or any person or entity acting on its behalf in providing the Services and shall fully indemnify and save harmless NJEdge and members from suits, actions, damages and costs of every name and description presented, brought, or recovered against NJEdge (or members), or on account of any liability which may be incurred by reason of the Contractor's performance of this Agreement.

The Contractor will be responsible for the work, direction and compensation of any person or entity it engages as an officer, expert, employee, consultant, agent, independent Contractor, or Subcontractor. Nothing in the contract awarded or the performance thereof by the Contractor will impose any liability or duty whatsoever on NJEdge including, but not limited to, any liability for taxes, compensation,



commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

## **6.18 INSURANCE**

All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to NJEdge or members for any claim arising from the successful Bidder's work under the awarded contract, or as a result of the successful Bidder's activities. Any other insurance maintained by NJEdge shall be excess of and shall not contribute with the successful Bidder's insurance, regardless of any "other insurance" clause contained in any NJEdge (or members) policy of insurance.

- 1) At least two weeks prior to the expiration of any policy required by the awarded contract, evidence of renewal or replacement of policies of insurance with terms no less favorable to NJEdge (and members) than the expiring policies shall be delivered to NJEdge in the manner required for service of Notice under the contract. Such policy shall name NJEdge (and members) as an additional insured and shall contain a provision that NJEdge shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.
- 2) Comprehensive General Liability and Property Damage in the amount of Five hundred Thousand Dollars (\$500,000) per person for Personal Injury claims and Two Million Dollars (\$2,000,000) in the aggregate in addition to Property Damage of Five hundred Thousand Dollars (\$500,000) per accident and Two Million Dollars (\$2,000,000) in the aggregate. Policy shall be maintained for a period of three (3) years after completion of this contract. If said policy is issued on a claims-made policy form, the policy shall be purchased with extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- 3) Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by New Jersey State Workers Compensation Law and the New Jersey State Disability Benefits Law.

## **6.19 TERMINATION**

The Contract awarded to the Successful Bidder (Contractor) may be terminated by NJEdge for any of the following reasons:

- 1) *Convenience of NJEdge:* The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by EdgeMarket for whatever reason.
- 2) *Event of default:* The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor's Services are deemed unsatisfactory in EdgeMarket's sole discretion, due to Contractor's fault or negligence, or that of its officers, employees, Subcontractors, agents, licensees, licensors, or affiliates. In such event, EdgeMarket will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, NJEdge may terminate this contract immediately upon written notice.

- 3) *Deficient Certifications*: EdgeMarket shall have the right to terminate in the event that any certification executed by the Contractor is found to be intentionally false or incomplete.
- 4) EdgeMarket may terminate the awarded contract, upon written notice, in the event of any of the following: (i) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

## **6.20 SMOKE FREE CAMPUS**

NJEdge corporate office and member campuses are smoke free. No smoking is permitted within the buildings or upon the grounds owned or leased by NJEdge or any of its members. The Successful Bidder (Contractor) must communicate this policy to its employees, Subcontractors, and any other individuals assigned to enter upon campus grounds and premises in connection with the services to be performed in connection with the contract awarded.

## **6.21 AFFIRMATIVE ACTION REQUIREMENTS**

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

- 1) Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- 2) A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- 3) An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid. However, EdgeMarket will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq.

## **6.22 AMERICANS WITH DISABILITIES ACT**

The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq.

## **6.23 BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A.40A:11-21;22)**

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to EdgeMarket.

### **A. Bid Guarantee**

☐ REQUIRED    ☒ NOT REQUIRED

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the amount of the annual contract, but not in excess of \$20,000. This guarantee shall be made payable to NJEdge.Net. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with EdgeMarket.

The bid security check for unsuccessful respondents will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. EdgeMarket will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

EdgeMarket will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

Failure to submit a bid guarantee when required shall be cause for disqualification and rejection of bid.

**B. Certificate (Consent) of Surety**      ☐ REQUIRED      ☒ NOT REQUIRED

When required, each respondent shall submit with its bid a certificate from a surety company stating that the surety company will provide the Contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 40A:11-22). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. Failure to submit the certificate (consent) of Surety, when required, will be cause for disqualification and rejection of bid.

**C. Performance Bond**      ☐ REQUIRED      ☒ NOT REQUIRED

When required, the successful respondent shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute. For this bid, EdgeMarket requires a performance bond in the amount of \$\_\_\_\_\_.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting Contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

#### **6.24 STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2 AND 40A:11-23.2)**

Pursuant to N.J.S.A. 52:25-24.2, no corporation or partnership will be awarded a contract unless prior to the receipt of bids or accompanying the bid, said corporation or partnership shall have submitted a statement setting forth the names and addresses of all partners in the partnership or corporate owners who own a 10% or more interest in the Bidder. This requirement applies to all forms of corporate ownership and partnership, including limited liability companies, limited partnerships, limited liability partnerships and Subchapter S Corporations. If the owner is itself a corporate or partnership entity, disclosure must continue until there are no further 10% owners in any such entity to disclose. Failure to submit a fully completed Stockholder Disclosure form will result in rejection of the proposal. N.J.S.A. 40A:11-23.2.

#### **6.25 PROOF OF REGISTRATION**

N.J.S.A. 52:32-44 requires that each Contractor submit proof of business registration with the proposal and to each public entity upon request. A copy of the Business Registration Certificate (BRC) shall constitute proof of registration. A BRC may be obtained from the New Jersey Division of Revenue via their website at [www.nj.gov/njbs](http://www.nj.gov/njbs) or they may be contracted at (609)292-1730.

#### **6.26 NON-COLLUSION AFFIDAVIT**

The non-collusion affidavit must be properly executed and submitted with the Proposal.

#### **6.27 POLITICAL CONTRIBUTIONS DISCLOSURE FORM (PAY TO PLAY)**

In accordance with Chapter 271, New Jersey Laws of 2005, all Vendors must submit with their proposal a list of political contributions, which are reportable and, made by the Vendor during the preceding 12 month period.

#### **6.28 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA N.J.S.A. 40A:11-23.2**

The acknowledgment of receipt of notice of revisions or addenda to the advertisement or specifications must be completed and submitted with the Proposal.

#### **6.29 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

In accordance with P.L. 2012, c.25, all Bidders must complete and submit with their Proposal a Disclosure of Investment Activities in Iran form.

N.J.S.A. 52:34-12.2

### **6.30 DISCLOSURE OF ACTIVITIES IN NORTHERN IRELAND (MCBRIDE PRINCIPLES)**

In accordance with N.J.S.A. 52:34-12.2, all Bidders must complete and submit with their Proposal a Disclosure of Activities in Northern Ireland.

### **6.31 BID PRICE GUARANTEE - SIXTY (60) DAYS N.J.S.A. 40A:11-24**

Award of contract or rejection of all bids shall occur within sixty (60) days. All Bidders shall agree to guarantee their proposal and pricing for a period of sixty (60) days from the Bid Opening. The proposal/bid of any Bidder who consents thereto may, at the request of EdgeMarket prior to the expiration of the initial sixty (60) days, be held for such longer period as may be agreed by EdgeMarket and the Bidder.

### **6.32 BID PRICES**

In the event of discrepancy between the unit price and the extension, the unit price will govern. EdgeMarket assumes no responsibility to recalculate totals if award is made on the basis of totals.

### **6.33 BID PROPOSAL FORM**

All bids are to be written in by typewriter or ink (or with computer if applicable) in a legible manner on the official Bid Proposal Forms (See **EXHIBIT K: BID PROPOSAL FORM**), scanned if necessary, and uploaded into DecisionDirector in the place provided. Any bid price showing any erasure or alteration must be initialed by the respondent in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection.

The Bid Proposal Forms must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Form. Failure to sign the Bid Proposal Forms may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, then respondents are requested to sign and fill in the rest of the required information on each sheet.

EdgeMarket will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Respondents are not to make any changes on the Bid Proposal Forms, or qualify their bid with conditions differing from those defined in the contract documents. If respondents do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to disqualify that particular bid as non-responsive.

By submitting a proposal, the respondent certifies that he/she has carefully examined the contract documents, addenda, if any, and the site; and that from his/her investigation, he/she has satisfied himself/herself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he/she fully understands the intent and purpose thereof, his obligations thereunder, and that he/she will not make any claim for, or have any right to damages, because of the lack of any information.

Each respondent submitting a bid for a service contract shall include in his/her bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the contract documents.

Respondents are to submit one bid price per item. Multiple bids on an individual basis will not be accepted, nor will conditional or “all or none” bids subject to the respondent receiving the entire contract be accepted.

#### **6.34 ADMINISTRATIVE FEE**

The Contractor will be required to remit an administrative fee to EdgeMarket equal to two percent (2%) of all amounts paid by public entities to the Contractor under any contract awarded hereunder. Such fees shall be remitted on a quarterly basis. Together with the remitted fees, the Contractor shall prepare and submit quarterly reports to EdgeMarket detailing all amounts paid by public entities to Contractor under the Contract. Fees and reports shall promptly be submitted within 30 days of the end of the quarter.

The two percent (2%) administrative fee is to be included in the Contractor’s fees and shall not be billed as a separate item to any participating public entity.

#### **6.35 RIGHT TO AUDIT**

During the term of a resulting contract and not more than once per year (unless circumstances warrant additional audits) NJEdge may audit Contractor records including policies and procedures used to create billings to Members. Notwithstanding the foregoing, both parties agree that NJEdge may conduct an audit at any time, in the event of (i) audits required by the Government of New Jersey or any of its regulatory authorities, (ii) investigations of claims of misappropriation, fraud or business irregularities, or (iii) NJEdge reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to the business of any Member who has made an order under a resulting contract.

#### **6.36 PIPELINE REPORT**

During the term of a resulting contract Contractor shall submit to NJEdge a “Pipeline Report” quarterly. This report will provide summary details of all orders made during the quarter and the status of each order including a projected date of the expected live date for each Member.

#### **6.37 QUESTIONS, RFP TERMS, CHALLENGES AND EXCEPTIONS**

Any questions or explanations sought by a Contractor shall be made to the Purchasing Agent in writing. In order to be considered, a written request/question must be received by July 28, 2019 at 5:00pm EST. Questions/requests for clarification shall be submitted to the Purchasing Agent through the DecisionDirector platform. An addenda will be (1) uploaded in DecisionDirector and made available to each Contractor that has received a set of the RFP documents from EdgeMarket, (2) posted on the EdgeMarket website and will be on file with the Purchasing Agent. Contractors must notify EdgeMarket of name, address, email address, telephone number and fax number in order to receive any addenda.

Contractors are expected to examine the specifications and related documents with care. Any ambiguities, errors or omissions shall be brought to the attention of EdgeMarket in writing. Any challenges to the specifications must be filed in writing not less than three (3) business days prior to the opening of bids in accordance with N.J.S.A. 40A:11-13. Challenges filed after that time will be considered void and having no impact on EdgeMarket or the award of the Contract.

Unless a Contractor submits with their Proposal, a list of exceptions to this RFP or any addenda issued, it shall be assumed that the Vendor has taken no exceptions to this RFP. **Any exceptions made by any Contractor must be clearly labeled and noted in their Proposal. Any exceptions made to any material condition or term of the RFP will be cause for the rejection of the proposal.**

## 7 BID SUBMISSION CHECKLIST

The forms and documents listed below are provided in and are to be individually downloaded from DecisionDirector, completed, scanned if necessary, and the uploaded into DecisionDirector as part of the bid response.

The forms and exhibits contain within this RFP document are facsimiles that are included for convenient reference only.

**Failure to properly complete and submit required forms and documents may be cause for disqualification for being non-responsive pursuant to N.J.S.A.40A:11-23.**

See instructions for requesting access to DecisionDirector in Section 4 BID SUBMISSION REQUIREMENTS.

Bid Submission Checklist	
Uploaded	Description
<input type="checkbox"/>	Summary Information Form
<input type="checkbox"/>	Bid Submission Checklist
<input type="checkbox"/>	Response to the Requirements
<input type="checkbox"/>	Cost Proposal
<input type="checkbox"/>	Exhibit A: Bidder Qualifications Submission Form
<input type="checkbox"/>	Exhibit B: Mandatory Equal Employment Opportunity Language
<input type="checkbox"/>	Exhibit C: Affirmative Action Compliance Notice
<input type="checkbox"/>	Exhibit D: Equal Opportunity for Individuals with Disabilities
<input type="checkbox"/>	Exhibit E: Certificate of Employee Information Report
<input type="checkbox"/>	Exhibit F: MacBride Principals Form
<input type="checkbox"/>	Exhibit G: Disclosure of Investment Activities in Iran
<input type="checkbox"/>	Exhibit H: Statement of Ownership Disclosure
<input type="checkbox"/>	Exhibit I: Non-Collusion Affidavit
<input type="checkbox"/>	Exhibit J: Acknowledgement of Addenda
<input type="checkbox"/>	Exhibit K: Bid Proposal Form
<input type="checkbox"/>	Exhibit L: Vendor Contact Form
<input type="checkbox"/>	Exhibit M: Acknowledgement of Service Level Agreement
<input type="checkbox"/>	Exhibit N: IRS Form W-9
<input type="checkbox"/>	Exhibit O: New Jersey Business Registration Certificate (required before date of award)
<input type="checkbox"/>	Exhibit P: New Jersey Anti-Discrimination Provision
<input type="checkbox"/>	Vendor's NDA



## 8 EXHIBIT A: BIDDER QUALIFICATIONS SUBMISSION FORM

Bidder Qualifications:

References:

References					
	Organization/Institution Name:	Address:	Contact Name, email address, Phone #	Length of time as your customer	Estimated Total Annual Sales
1.					
2.					
3					
Contract Terminations in the Last Five years					
Company Name:	Address:	Contact Name, email address, Phone #	Date of Contract Termination	Reason for Contract Termination	

## 9 EXHIBIT B: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consisted with the applicable county employments goals established in accordance with N.J.A.C 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information report
- Employee Information Report Form AA302

The Contractor and its Subcontractor shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. Of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## 10 EXHIBIT C: AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

### GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful Bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (A) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
- OR
- (B) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
- OR
- (C) A photocopy of an employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful Vendor may obtain the Affirmative Action Employees Information Report (AA302) from the contracting unit during normal business hours.

The successful Vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the Vendor.

The undersigned Vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## 11 EXHIBIT D: AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Contractor \_\_\_\_\_ and the EdgeMarket Cooperative Purchasing System (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities act of 1990 (the "Act") (42 U.S.C. S121 01 et seq., which prohibits discrimination on the basis disability by public entitles in all services, program, and activities provided or made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant there unto, are made a part of this agrees that the performance shall be in strict compliance with the Act. In the evet that the contactor, its agents, servants, employees, or Subcontractors violate or are alleged to have violates the Act during the performance of the contract shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and slave harmless the owner, its agent, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to owner grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agent, servants, and employees, the owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the Contractor pursuant to the contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and Subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnifications clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from an y liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

# 12 EXHIBIT E: FORM NJ AA302 / CERTIFICATE OF EMPLOYEE INFORMATION REPORT (CEIR)

Form AA302  
Rev. 11/11

## STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

### EMPLOYEE INFORMATION REPORT

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

#### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		

Official Use Only	DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER
-------------------	---------------	--------------	-------------------------------

#### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR PAYROLL. Enter the appropriate numbers on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****				
	TOTAL (Cols. 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

#### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

### **Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian

Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
Trenton, New Jersey 08625-0206  
Telephone No. (609) 292-5473





**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**MACBRIDE PRINCIPALS FORM**

**BID SOLICITATION #:** \_\_\_\_\_

**VENDOR/BIDDER:** \_\_\_\_\_

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE  
MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that was otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals then the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking an award or suspension of the party.

I, the undersigned, on behalf of the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 15:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

## 14 EXHIBIT G: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

### PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. <sup>[1]</sup>FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Authority must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Respondents must review this list prior to completing the below certification. Failure to complete the certification will render a Respondent's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, the Authority shall take action as may be appropriate and provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking damages or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the respondent listed above nor any of the respondent's parents, subsidiaries, or affiliates is listed on the U.S. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will complete Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the respondent and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN (IF APPLICABLE)

You must provide a detailed, accurate and precise description of the activities of the responding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name \_\_\_\_\_

Relationship to Bidder \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_

Anticipated Cessation Date \_\_\_\_\_

Respondent's Contact Person \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that NJEdge is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with NJEdge to notify NJEdge in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my contract(s) with NJEdge which, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## 15 EXHIBIT H: STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)  
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)  
☐ Other (be specific): \_\_\_\_\_

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and

address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be required until names and addresses of every noncorporate stockholder, and individual partner, and member owning the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Home Address (for Individuals) or Business Address Entity Listed in Part II

#### Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/proposer; that the EdgeMarket Cooperative Purchasing System is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with EdgeMarket Cooperative Purchasing System to notify the EdgeMarket Cooperative Purchasing System in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the EdgeMarket Cooperative Purchasing System, permitting the EdgeMarket Cooperative Purchasing System to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

## 16 EXHIBIT I: NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly sworn  
according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled \_\_\_\_\_, and that I executed the said  
(title of bid proposal)

proposal with full authority to do so that said bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Educational Cooperative Purchasing System relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or agency has had employment retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to

before me this day

\_\_\_\_\_, 20\_\_

Notary public of

My Commission expires \_\_\_\_\_

(Seal)

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

**Facsimile Only**  
Official version available in DecisionDirector  
(See Section 4 BID SUBMISSION REQUIREMENTS)

## 17 EXHIBIT J: ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
-----------------	-------	-------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Facsimile Only**  
Official version available in DecisionDirector  
(See Section 4 BID SUBMISSION REQUIREMENTS)

## 18 EXHIBIT K: BID PROPOSAL FORM

\_\_\_\_\_  
(Contract Title and Bid Number, if applicable)

\_\_\_\_\_  
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the  
bid specification and made part hereof:

\_\_\_\_\_  
Amount in words

\$ \_\_\_\_\_

\_\_\_\_\_  
Amount, shown as a percentage discount

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**Facsimile Only**  
Official version available in DecisionDirector  
(See Section 4 BID SUBMISSION REQUIREMENTS)



## 19 EXHIBIT L: VENDOR CONTACT FORM

If you are awarded a contract with EdgeMarket, we will post this contact information on our website for members seeking quotes or other sales-related inquiries. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls and have knowledge of your award:

Bid:	
Vendor:	
Representative:	
Address:	
Telephone #:	
Email:	
Website:	

**Facsimile Only**  
Official version available in DecisionDirector  
(See Section 4 BID SUBMISSION REQUIREMENTS)

This Service Level Agreement ("SLA") sets forth the service level and performance objectives of the Firm/Vendor/Vendor in providing hosting services (the "Services") to NJEdge members. The Firm/Vendor/Vendor will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the facilities, server(s), computer equipment, operating software and connectivity used to provide the Services to NJEdge members.

### 1. Uptime Commitment.

The Firm/Vendor/Vendor will use commercially reasonable efforts to ensure the Firm/Vendor/Vendor's Systems are available 99.9% of the time (the "**Uptime Commitment**"). All Uptime Commitment will be measured within the Firm/Vendor/Vendor's System on a monthly basis calculated to include twenty-four (24) hours per day over each month, but excluding from the numerator and denominator in the calculation the duration in time of any temporary shutdowns due to scheduled maintenance (which will not exceed in the aggregate sixteen (16) hours per month), telecommunications or power disruptions caused by third parties, and any other causes beyond Firm/Vendor/Vendor's reasonable control. The Firm/Vendor/Vendor agrees to notify the Group promptly of any factor, occurrence, or event coming to its attention that may affect the Firm/Vendor/Vendor's ability to meet the Uptime Commitment, or that is likely to cause any material interruption in the Services.

### 2. Exclusive Remedy.

The Firm/Vendor/Vendor will use commercially reasonable efforts to correct any material problems in the Services, including any failure to satisfy the Uptime Commitment. In the event that the Firm/Vendor/Vendor fails to satisfy the Uptime Commitment for a given month, the Group's sole and exclusive remedy will be to receive a service credit equal to the following percentage

of the monthly fees for the Services for the stated uptime:

97% to 99.9%	15%
94% to 96.9%	25%
92% to 93.9%	50%
90% to 91.9	75%
Below 90%	100%

In no event will the service credit exceed the monthly fees paid by NJEdge members for the Services. NJEdge members acknowledge and agree that if the remedies set forth in this section are applied, any failure of the Firm/Vendor/Vendor to meet the requirements in this SLA will not constitute a breach of the Agreement.

### 3. Monitoring.

Firm/Vendor/Vendor will monitor and maintain Firm/Vendor/Vendor's Systems in working order eachday (24 x 7). Firm/Vendor/Vendor will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds. Firm/Vendor/Vendor will proactively monitor the status of the operating systems (e.g., CPU, disk I/O, memory, processes, etc.), critical application layer daemons and processes and trigger appropriate event notification alarms caused by errors, exceeded thresholds, etc.

#### 3.1 3.1 Maintenance.

Firm/Vendor/Vendor will operate, monitor and administer all servers, applications and networks supporting the Services. In order to provide such coverage, Firm/Vendor/Vendor may utilize a mixture of on-site and on-call support staff, automated server monitoring and automated paging technology.

Contactor's on-site coverage is during Firm/Vendor/Vendor's normal business hours, Monday through Friday, excluding holidays recognized by Firm/Vendor/Vendor.

### 3.2 Scheduled Outages.

Maintenance outages, if necessary, will be conducted at a time and in a manner to minimize adverse impacts on the Services. Maintenance outages will include, but are not limited to the installation of upgrades, service packs and routine server or application configuration changes.

Other maintenance outages may be necessary from time to time.

### 3.3 Change Control.

Firm/Vendor/Vendor will install new equipment, software, releases, upgrades, fixes, patches and other items necessary to maintain Firm/Vendor/Vendor's Systems to industry standards. Firm/Vendor/Vendor will proactively gather information from appropriate server, peripheral, operating system or database Vendors regarding upgrades, defect patches or fixes.

### 3.4 Notice.

Firm/Vendor/Vendor will use commercially reasonable efforts to give the Group three (3) days' notice prior to all non-routine management, maintenance, change control or other actions by Firm/Vendor/Vendor that may material impact the Service adversely.

Acceptance of S.A:

Signed \_\_\_\_\_

**Facsimile Only**  
**Official version available in DecisionDirector**  
**(See Section 4 BID SUBMISSION REQUIREMENTS)**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Other than a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

All businesses MUST provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLogin.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLogin.jsp)

Information on BRC Requirements: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:

20041014112823533

## 23 EXHIBIT P: NEW JERSEY ANTI-DISCRIMINATION PROVISION

**Universal Citation:** NJ Rev Stat § 10:2-1 (2014)

### **10:2-1 Antidiscrimination provisions.**

**10:2-1.** Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the Contractor agrees that:

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

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Amended 1945, c.171; 1962, c.213; 1970, c.80, s.7; 1985, c.490, s.9; 1988, c.37, s.8; 1991, c.519, s.10; 2006, c.100, s.1.