



REQUEST FOR PROPOSAL

BOND MANAGEMENT & ACCOUNTING SOFTWARE SOLUTION

RFP#: NJHCFFA-RFP2016IT001

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Request for Proposal

Bond Management & Accounting Software Solution

Introduction

The New Jersey Health Care Facilities Financing Authority (the “Authority”) is soliciting proposals from qualified software application integrators/providers (the “Bidder”) for a fully developed, established and comprehensive software application suite and reporting solution designed for managing and administering the issuance and maintenance of municipal bonds, trustee-held fund accounting, requisition processing, general accounting operations, project management, compliance management and financial reporting.

The Bidder should be experienced in municipal finance management and reporting practices and have a comprehensive knowledge of the software application(s). The goal is to maximize process automation by providing a comprehensive feature-rich software application solution in accordance with the terms and conditions set forth in this Request for Proposal (“RFP”). The Authority intends that the Bidder provide a comprehensive proposal that the Authority can use in its evaluation process.

The Authority has included within this RFP document a number of requirements and specifications for the solution along with guidelines for submitting a proposal. All services noted in this proposal are considered by the Authority to be within the capacity of any full service software vendor. No requirement and specification should be construed as an attempt on the part of the Authority to limit competition. However, the possibility exists that a particular requirement and/or specification may potentially eliminate one or more prospective Bidders.

Reservation of Rights & Standard Terms and Conditions

The Authority reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate; negotiate modifications to any of the items proposed within this RFP; request additional information from a Bidder; reject any or all responses to this RFP; and waive any irregularities in response to this RFP.

By submitting a response to this RFP, the Bidder agrees with no exceptions to all the provisions outlined in the “New Jersey Health Care Facilities Financing Authority - Standard Terms and Conditions” (Attachment 1) accompanying this RFP. Please reference the “Additional Requirements” section under “Preparation of Proposal” later in this document for additional certifications that are required when responding to this RFP.

Background

The New Jersey Health Care Facilities Financing Authority has 22 employees and is the primary issuer of municipal bonds for New Jersey’s health care organizations. Created in 1972 by an Act of the legislature to provide not-for-profit health care providers with access to low-cost capital, the Authority’s statutory powers were expanded in 2000 to include financing for all health care organizations or components thereof. Since its inception, the Authority has issued over \$21 billion in bonds on behalf of roughly 180 health care organizations throughout the state. While most of its activity has been in the form of publicly offered stand-alone bond issues, the Authority has developed a wide range of financing programs to meet the diverse needs of the state’s health care organizations. The Authority is a political subdivision of the State of New Jersey. Its finances, procurement, operations and personnel systems are independent of the state government systems.

The Authority has built a strong and effective team to provide financing solutions to health care facilities within the State of New Jersey and we are looking for a software solution which can support and enhance our efforts in

continuing to implement stable, innovative and comprehensive services. Additional information is available on the Authority's web site: <http://www.njhcffa.com/njhcffa/about/>

Project Overview

The Authority seeks proposals from interested software and implementation services suppliers that have proven experience in implementing municipal bond financial management and accounting system solutions. The proposed solution will include, but is not limited to, the software, installation and configuration, training and all components required to provide a fully functional system. The solution will constitute the primary instrument in the Authority's management information system.

Project Objectives include:

- The Authority seeks to replace discrete financial processing systems with an integrated system and database to centralize bond and financial data for the purpose of improving employee productivity and services to our customers.
- The Authority seeks a state-of-the-art solution that adheres to current bond issuance and sound financial accounting practices embedded within the software.
- The Authority seeks a software vendor that will continually enhance the proposed solution to support industry best practices and requirements for authorities, agencies and local governments.
- The Authority seeks to implement the selected solution without compromising its ongoing operations.
- The Authority intends to implement a Commercial-Off-The-Shelf (COTS) software solution and to limit customizations (i.e., changes to source code) made to the base application.
- The Authority seeks a system that includes easy-to-use reporting tools that will enable end users to access information stored in a single, integrated relational database for analysis without requiring programmer support.
- To develop functional experts within Authority staff that can support day to day operations and maintenance of the system with vendor support available when required.

The scope of the system functions include:

- Debt Management
 - Bond Structure & Sizing
 - Refunding
 - Monitor
 - Project Financing
- Requisition Processing (as related to Bond Issuance for Construction Project)
- Compliance Management
 - Ratio Covenants
 - Financial Reporting
 - Continuing Disclosure
 - Tax Exempt Purpose of Proceeds
 - Insurance Certifications
- Cash Management
 - Trustee Held Funds Statement Reconciliation
 - Trustee Held Funds Auditing
 - Cash Flow Statements
- Accounts Payable
- General Ledger
- Budget Preparation and Budget Control
- Report Writer

The scope of the services requirements from the Bidder:

- Provide assistance in the installation, conversion and operation of the proposed solution.
- Assistance will include:
 - Preparation of a detailed project plan
 - Consultation on configuration and establishing proper software infrastructure
 - Consultation and assistance in the conversion and/or migration of data
 - Preparation of an interface that will allow accurate and efficient integration/migration of data between/from the Software and the Authority's current General Ledger system (Microsoft Dynamics SL 2011)
 - Technical support for the installation of the Software
 - Project management to coordinate activities and resources between the Bidder and the Authority
- Train designated staff to use the Software in an efficient and effective manner
- Train designated staff to create and prepare reports using the Software
- A Maintenance and Support agreement to accompany the purchase of the software that will provide Authority with on-going telephone support and access to fixes, enhancements, patches and upgrades.

General Proposal Requirements

Bidders must submit an original proposal. All proposals shall address the items listed within this RFP. The proposal is to provide information for the Authority to determine, in its sole discretion, whose response represents the best value considering the Authority's business requirements, technical issues, cost and other factors specified in more detail later in this RFP. Proposals shall be prepared as outlined below, providing a straightforward, concise delineation of the capabilities necessary to satisfy the requirements of the RFP. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure defined by this RFP and not on volume.

Mandatory Pre-Proposal Conference

All Bidders wishing to submit a proposal will be required to attend a conference of all Bidders to be held at the Authority's office on Tuesday January 10th 2017 at 2PM for the purpose of but not limited to: receiving additional information and to engage in question and answer session regarding the requirements defined within this RFP.

Proposal Due Date:

4PM EST on Tuesday Jan 24th 2017

Submission of Proposal:

Six printed copies and one electronic copy (in PDF format) of the proposal must be submitted by the proposal date noted above to:

Overnight delivery address:

New Jersey Health Care Facilities Financing Authority
Attn: John Johnson, Network Administrator
Station Plaza, Building #4
22 South Clinton Avenue
Trenton, NJ 08609-1212

Mailing address:

New Jersey Health Care Facilities Financing Authority
Attn: John Johnson, Network Administrator
P.O. Box 366
Trenton, NJ 08625-0366

Email electronic copy to jjohnson@njhcffa.com

Pre-Submittal Questions –

Questions regarding this proposal should be directed in writing by email to: jjohnson@njhcffa.com. Any questions must be submitted at least 5 business days prior to the “Proposal Due Date” above. Questions and responses will both be made available to all potential respondents.

RFP Amendments and/or Modifications –

The Bidder may not modify or correct its proposal any time after the “Proposal Due Date” except in direct response to a request from the Authority for clarification.

Revisions to this RFP –

In the event that it becomes necessary to revise or clarify any part of this RFP, the Authority will provide an addendum on the Authority’s web site at <http://www.njhcffa.com/njhcffa/about/business/index.html> and will notify the Bidder’s key contact via email of said addendum.

Expense of Preparation of Proposals –

The Authority is not responsible for any expense incurred in preparing and submitting a proposal or taking any action in connection with the selection process or the costs of any services performed in connection with the submission of a proposal. All proposals and accompanying documentation will become the property of the Authority and will not be returned.

Non-Obligation –

Receipt of proposals in response to the RFP does not obligate the Authority in any way. The right to accept or reject any proposal shall be exercised solely by the Authority. The Authority shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a Bidder, and the Authority shall bear no financial or other responsibility in the event of such abandonment.

Confidentiality & Access to Public Records –

Please be advised that any proposal or response provided in regards to this RFP is subject to the New Jersey Open Public Records Act. All material provided in response to this RFP may become a matter of Public Record. For additional information, refer to the Authority’s website at <http://www.nj.gov/njhcffa/record/>

Preparation of the Proposal

The Bidder shall submit an original proposal that includes, in order:

Cover Letter & Executive Summary

Include: 1) a brief high-level overview of the Bidder’s proposed solution and how it will assist the Authority in its mission to provide effective financing solutions for New Jersey’s health care organizations; 2) acknowledge receipt of this RFP with any and all amendments; 3) the proposal must bear the signature of a person duly authorized to sign on behalf of the Bidder; 4) reference NJHCFFA-RFP2016IT001 and acknowledge acceptance with no exceptions to all the provisions outlined in the “ New Jersey Health Care Facilities Financing Authority - Standard Terms and Conditions” (Attachment 1) accompanying this RFP.

Proposed Solution

Include description of the software and specifications, details regarding its delivery, installation, maintenance, or any other relevant information. Highlight key features of the proposed solution that apply to meeting the Project Objectives and requirements outlined within this document.

Software Solution Questionnaire Responses

Include responses to the Software Solution Questionnaire section below. Responses to the following sub-sections as specified are required for consideration under this RFP.

- General Solution Environment
- Implementation Plan
- Training
- List of Requirements
- Additional Vender Information
- Customer References
- Bid Requirements

Company Overview

The Bidder shall provide the following information at a minimum:

- a) Official registered name (corporate, DBA, partnership, etc.), address, main telephone number, toll-free numbers, and facsimile numbers;
- b) Key contact name, title, email address, direct telephone and facsimile numbers, and postal address (if different from above);
- c) Person authorized to contractually bind the organization for any proposal in response to this RFP;
- d) Brief history, including year established, and number of years your company has been offering the solution and services provided that meet the requirements of this RFP;
- e) Identify any sub-contractors, sub-consultants, or vendor relationships applicable to this RFP;
- f) Describe the company's previous experience with Bond Management and financial solutions as pertaining to local government agencies and authorities; and
- g) Provide proof of valid business registration with the Division of Revenue from the New Jersey Department of the Treasury.

New Jersey Business Registration: Pursuant to N.J.S.A. 352:32-44, entities providing goods or services to the Authority must be registered with the New Jersey Department of the Treasury, Division of Revenue. Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Authority) are prohibited from entering into a contract with an entity unless the firm has provided a copy of its business registration certification (or interim registration) as part of its response. If the firm is not already registered with the New Jersey Division of Revenue, the form should be completed, online, at the Division of Revenue website: www.state.nj.us/treasury/revenue/.

Additional Requirements

To be eligible for an award, a Bidder must comply with the requirements of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004) and comply with Executive Order 117(2008). Firms seeking to enter into a contract with the Authority are required to be in compliance with the provisions of Chapter 51 and EO 117.

The Bidder shall execute and submit with any Proposal the following completed forms required by the State of New Jersey Division of Purchase and Property for this RFP.

- a. "Vendor Certification and Disclosure of Political Contribution" form

In order to comply with Chapter 51 and EO 117, the Bidder shall submit to the Authority with their Proposal the "Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contribution" form. The required forms and instructions are available on the State's Division of

Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.shtml>. Please refer to Section V, subsection "F" and "G" of the attached "New Jersey Health Care Facilities Financing Authority - Standard Terms and Conditions" (Attachment 1) for a more detailed explanation of Chapter 51 and EO 117.

b. "Disclosure of Investment Activities in Iran" form

Pursuant to N.J.S.A. 52:32-58 (L. 2012, c.25, Section 4), the bidder shall file a certification with the Authority that neither the bidder, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the New Jersey Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities. The required Disclosure of Investment Activities in Iran form can be found on the State of New Jersey Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

Software Solution Questionnaire

In addition to providing the information specified above, the Bidder must include in the proposal responses to the following Software Solution Questionnaire sub-sections. Please provide, in succinct narrative form (at least one paragraph per item), answers to the following:

– General Solution Environment

- A. Hardware Environment: Describe the optimal hardware environment (both clients and servers) required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.

Bidder Response:

- B. Network Environment: Describe the optimal network environment required to utilize the proposed software. In the event that there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each.

Bidder Response:

- C. Operating Systems: Identify the operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.

Bidder Response:

- D. Database Platform: The Bidder is requested to provide the ideal database platform choices for the proposed software. In the event that there is more than one suitable database platform, please list all options, including the relative strengths and drawbacks (if any) of each. The solution Bidder should provide a qualitative response regarding the proposed solution's ability to perform backups irrespective of open records.

Bidder Response:

- E. Software Version: Identify the most current version of the software. Detail the percentage of live customers that are utilizing the proposed version of the software. Please provide a breakdown of customers (by percentage) for each version of the software currently in use. During implementation the Bidder must provide the most current version of the software. All posted and identified patches and fixes to known issues (i.e. "bugs") within the system must also be applied at time of implementation.

Bidder Response:

- F. Workflow Capabilities: How does workflow (electronic routing of documents) in your system operate? How are workflow rules established? How does workflow interface with popular e-mail programs, such as Microsoft Outlook?

Bidder Response:

- G. Administration/Development Toolsets: What application toolsets are included with the software? What unique programming requirements are there? What tools are available to customize the software (e.g., add fields, create new tables, change menus, etc.)?

Bidder Response:

- H. Security: What security tools are included with the software? How does your application restrict access to the following: administrative tool access, application access, menu access, record access, field access and querying/reporting access? What is included in the user security profile? How is the security profile defined?

Bidder Response:

- I. Upgrade Tools: What is the upgrade frequency? How are patches and fixes deployed? How are patches and fixes applied? How are upgrades applied? What happens to software customizations (e.g., user-defined tables and fields) during the upgrade? How many versions of the software does your company support?

Bidder Response:

- J. Reporting and Analysis Tools: What reporting tools are available? What On-Line Analytical Processing (OLAP) tools are available? Are there any interfaces to Microsoft Office? Do the same security definitions apply to the reporting tools as to the main Financial Management System software? Please provide a list of standard reports, by module, that come "out of the box" with the software.

Bidder Response:

– Implementation Plan

The Bidder must provide a detailed plan for the tasks related to implementing the proposed software solution, which includes response to the following questions/issues.

- A. Provide an overview of the implementation plan including a methodology used for installing the software.

Bidder Response:

- B. A standard timeframe for a fully implemented system per the scope of this RFP. If the proposal contains a phased approach, provide typical duration(s) for each phase and a listing of the modules proposed for each phase.

Bidder Response:

- C. Any bug patches or upgrades that occur during the implementation will be the responsibility of the Bidder with knowledge transfer to the Authority's technology staff. Please describe the role of the Authority and Bidder staff when applying bug patches and/or upgrades (if any). Bidders must include in their proposal a detailed Help Desk strategy for the Authority, both during the implementation, upon "go-live," and including a reasonable post-implementation period.

Bidder Response:

- D. Provide a matrix of “roles and responsibilities” for each major activity and task contained within the proposed implementation plan.

Bidder Response:

- E. Describe the role of the Authority and Bidder staff for data conversion/migration. Provide assumptions related to the work effort estimates for data conversion (e.g., amount and type of data to be converted for each module). Also give a brief description of the data conversion process including any special toolsets that will be utilized or required.

Bidder Response:

– Training

The Bidder must provide a software solution training overview that includes but is not limited to:

- A. Overview of proposed training plan/strategy which includes options for on-site or off-site training services for the project work team, end-users and technology personnel.

Bidder Response:

- B. The role and responsibility of the Bidder or other training provider (if required) in the design and implementation of the training plan (e.g. standard documentation, customized training materials, delivering training to Authority end-users, etc.).

Bidder Response:

- C. The role and responsibility of Authority staff in the design and implementation of the training plan.

Bidder Response:

- D. The knowledge transfer strategy proposed by the Bidder and/or training provider to prepare Authority staff to maintain the system and system training programs after it is in place and operational.

Bidder Response:

- E. Description of courses/classes proposed in the training plan including unit of measure (i.e. units, classes, days, etc.) and define the hours associated with the particular unit of measure.

Bidder Response:

– Software Solution List of Requirements

Responding to the List of Requirements

Bidders must respond to each requirement contained within this RFP using the following criteria. Bidder’s responses must be in the same order in which the questions appear and must use the same numbering scheme as outlined below.

A	Available	Solution currently includes this capability in its current general software release.
D	In Development	Testing and release planned within the 1 year from the due date of this RFP.
P	Planned	Capability is planned; no development underway.
N	Not Available	Not planned, and no development underway.

For any specifications to which the Bidder answers other than A (Available), Bidder must describe:

- For a feature, function, product, or service designated as Planned (P) or In Development (D), include the date it will be available as part of a general software release, the associated operating system and brief synopsis of its operation within the system.
- Whether the Authority will incur any additional cost for the feature, function, product, or service once it becomes available other than the cost of maintaining a valid software maintenance agreement for the current modules/system proposed by the Bidder as part of the initial installation (i.e. a new module, replacement or upgrade to an existing module, new hardware required, etc.)
- If the feature, function product or service falls under the category as Not Available (N), the Bidder may provide; (a) an explanation of how the specification might be met using alternative methods within the system or (b) if it is available from a third party partner. Either explanation must include availability dates and additional costs, either direct or indirect.

Bidder Name:				
I. General Requirements	A	D	P	N
1. Out of Box integration of all required modules. Brief Bidder Comment (<i>if necessary</i>):				
2. Transaction Audit Trail with user, date and time stamp. Brief Bidder Comment (<i>if necessary</i>):				
3. Integration with Microsoft Office 2010 (and above) Application Suite Brief Bidder Comment (<i>specify versions supported</i>):				
4. User Security/Permissions. Brief Bidder Comment (<i>if necessary</i>):				
5. User Security/Permissions via User Defined Group/Role assignment. Brief Bidder Comment (<i>if necessary</i>):				
6. Drill down throughout all modules. Brief Bidder Comment (<i>if necessary</i>):				
7. Rules based work flow features where applicable. Brief Bidder Comment (<i>if necessary</i>):				
8. Field level default values with ability to override. Brief Bidder Comment (<i>if necessary</i>):				
9. User defined queries with wild card search, drop down lists or other method(s) to facilitate look-up. Brief Bidder Comment (<i>if necessary</i>):				

II. Debt Management	A	D	P	N
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1. Bond Structuring & Sizing.				
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Brief Bidder Comment (*if necessary*):

2. Bond Refunding.				
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Brief Bidder Comment (*if necessary*):

3. Bond Monitoring.				
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Brief Bidder Comment (*if necessary*):

4. Project Financing.				
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Brief Bidder Comment (*if necessary*):

5. Construction Requisition Processing.				
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Brief Bidder Comment (*if necessary*):

6. Bond Principal & Interest Payment Monitoring.				
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Brief Bidder Comment (*if necessary*):

III. Compliance Management	A	D	P	N
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1. Maintain Ratio Covenants.				
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Brief Bidder Comment (*if necessary*):

2. Maintain Financial Reporting.				
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Brief Bidder Comment (*if necessary*):

3. Maintain Continuing Disclosure Reporting.				
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Brief Bidder Comment (*if necessary*):

4. Maintain Tax Exempt Purpose of Proceeds.				
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Brief Bidder Comment (*if necessary*):

5. Maintain Insurance Certifications.				
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Brief Bidder Comment (*if necessary*):

IV. Cash Management	A	D	P	N
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1. Trustee Held Funds Statement Reconciliation.				
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Brief Bidder Comment (*if necessary*):

2. Trustee Held Funds Auditing.				
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Brief Bidder Comment (*if necessary*):

3. Cash Flow Statements.				
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Brief Bidder Comment (*if necessary*):

V. General Ledger	A	D	P	N
1. Based on complete compliance and in accordance with current U.S. Generally Accepted Accounting Principles (GAAP) and standards established by the Government Accounting Standards Board (GASB) Brief Bidder Comment (<i>if necessary</i>):				
2. Support cash accounting with ability to report under modified accrual method. Brief Bidder Comment (<i>if necessary</i>):				
3. Support multiple Journal Entry types: (recurring, reversing, allocations). Brief Bidder Comment (<i>if necessary</i>):				
4. Fund Accounting. Brief Bidder Comment (<i>if necessary</i>):				
5. Flexible reporting by cost center (i.e. branch) and user defined codes. Brief Bidder Comment (<i>if necessary</i>):				
VI. Accounts Payable	A	D	P	N
1. Master vendor file attributes; type, SIC, status, parent/child, addresses, contact information, etc. Brief Bidder Comment (<i>if necessary</i>):				
2. Real-time budget and duplicate invoice processing. Brief Bidder Comment (<i>if necessary</i>):				
3. Attach scanned and duplicate invoice record (invoice, packing slip, etc.). Brief Bidder Comment (<i>if necessary</i>):				
4. 1099 tracking and management to invoice line item level. Brief Bidder Comment (<i>if necessary</i>):				
5. Support electronic payments to vendors. Brief Bidder Comment (<i>if necessary</i>):				
6. Three part check with 2 stubs; customizable check format. Brief Bidder Comment (<i>if necessary</i>):				
7. Sales and Use Tax tracking and reporting. Brief Bidder Comment (<i>if necessary</i>):				
VII. Budget Preparation & Control	A	D	P	N
1. Multi-year financial budgets. Brief Bidder Comment (<i>if necessary</i>):				

VII. Budget Preparation & Control	A	D	P	N
2. Multiple detailed budget versions. Brief Bidder Comment (<i>if necessary</i>):				
3. “What if” modeling and sensitivity analysis. Brief Bidder Comment (<i>if necessary</i>):				
4. Global budgeted adjustments by % or fixed dollar amount. Brief Bidder Comment (<i>if necessary</i>):				
5. Budget vs Actual Reporting with the ability to calculate percent of budget expended or remaining at a point in time including visibility of encumbrances. Brief Bidder Comment (<i>if necessary</i>):				
VIII. Report Writer	A	D	P	N
1. Indicate reporting tool utilized and level of integration to all modules. Brief Bidder Comment (<i>if necessary</i>):				
2. Ability to report on all modules and fields in database. Brief Bidder Comment (<i>if necessary</i>):				
3. Launch reports and queries from within the application. Brief Bidder Comment (<i>if necessary</i>):				
4. Support date-range parameter or point in time reporting. Brief Bidder Comment (<i>if necessary</i>):				
5. Drill down to source documents from online reports. Brief Bidder Comment (<i>if necessary</i>):				
6. Online ad-hoc report history. Brief Bidder Comment (<i>if necessary</i>):				
7. Compatible with Microsoft Office Suite 2010 and above. Brief Bidder Comment (<i>if necessary</i>):				
8. Ability to email reports direct via SMTP. Brief Bidder Comment (<i>if necessary</i>):				

– Additional Bidder Information

The Bidder shall provide the following additional information:

Strategic Partnerships

- a) List any partnerships with third-party vendors, including a brief description of the services provided relative to this proposal. (*if not applicable, indicate “None”*)

Bidder Response:

Financial Data

- a) Provide financial information sufficient to demonstrate the Bidder's financial stability.

Bidder Response:

Company Contacts

- a) Provide the names of the Bidder's owners' and/or principal officers' along with other pertinent information (*i.e. background and/or credentials*).

Bidder Response:

- b) Identify the number and location of sales and support personnel accessible to the Authority as part of the solution and implementation.

Bidder Response:

Vendor Support Groups

- a) Provide contact information for any and all software users groups, including website information. Provide URL's for websites containing company information, press releases, product and support information relevant to this proposal.

Bidder Response:

- b) Describe the procedure by the software provider for developing new features, including how customer input is taken, evaluated and weighed.

Bidder Response:

– Customer References

Please provide 3 references where you have implemented a similar solution and are similar in size and operation to the New Jersey Health Care Facilities Financing Authority.

Reference 1

Name:

Title:

Company Name:

Telephone:

Email:

Website (URL):

Date of Install:

Reference 2

Name:

Title:

Company Name:

Telephone:

Email:

Website (URL):

Date of Install:

Reference 3

Name:

Title:

Company Name:

Telephone:

Email:

Website (URL):

Date of Install:

– Bid Requirements

Include detailed and itemized pricing and cost breakdown including software, licensing fees, labor (if any), equipment, materials, any travel expenses, or any other fees or costs associated with providing comprehensive and complete solution. Payment terms should be included for all software and recommended equipment. Please adhere to the format shown below.

- Feel free to add items to the cost table if you have items which do not fit into the specific categories below.
- Cost for all modules and “add-on” functionality need to be included and itemized separately.
- Costs and pricing for the initial purchase, implementation etc. (i.e. non-recurring) should be included for each item and itemized separately in one table. Prices for first year and 5 year maintenance and support costs (i.e. recurring) should be included and itemized in a separate table.

Description (non-recurring costs)	Price
Required Modules	
Bond Management	\$
• Bond Structure & Sizing	\$
• Bond Refunding	\$
• Bond Monitoring	\$
• Requisition Processing	\$
• Project Financing	\$
• Bond Interest & Principal Payment Monitoring	\$
Compliance Management	\$
• Ratio Covenant Monitoring	\$
• Financials Reporting	\$
• Continuing Disclosure Monitoring	\$
• Tax Exempt Purpose of Proceeds Monitoring	\$
• Insurance Certificate Monitoring	\$
Cash Management	\$
• Trustee Held Funds Statement Reconciliation	\$
• Trustee Held Funds Auditing	\$
• Cash Flow Statements	\$
General Ledger	\$
Accounts Payable	\$
Budget Preparation & Budget Control	\$
Report Writer	\$
Additional Fees/Services	
Additional License Fees (itemize if applicable)	\$
Hardware and/or Hosting Costs (itemized)	\$
Professional Services (include hours * hourly rate)	\$
• Preparation of detailed project plan	\$
• Consultation on configuration and establishing software infrastructure	\$
• Project Management (coordinate activities & resources between Bidder & Authority)	\$

Implementation & Configuration Services	\$
Conversion Services (migrate data from spreadsheets/MS Dynamics SL 2011)	\$
Training Services	\$
Other Itemized Expenses (i.e. Travel Expenses, etc.)	\$
Total Price	\$

Software Maintenance & Support (recurring costs)

Required Modules	First Year Maintenance	5 Year Maintenance Total
Bond Management	\$	\$
• Bond Structure & Sizing	\$	\$
• Bond Refunding	\$	\$
• Bond Monitoring	\$	\$
• Requisition Processing	\$	\$
• Project Financing	\$	\$
• Bond Interest & Principal Payment Monitoring	\$	\$
Compliance Management	\$	\$
• Ratio Covenants Monitoring	\$	\$
• Financials Reporting	\$	\$
• Continuing Disclosure Monitoring	\$	\$
• Tax Exempt Purpose of Proceeds Monitoring	\$	\$
• Insurance Certifications Monitoring	\$	\$
Cash Management	\$	\$
• Trustee Held Funds Statement Reconciliation	\$	\$
• Trustee Held Funds Auditing	\$	\$
• Cash Flow Statements	\$	\$
General Ledger	\$	\$
Accounts Payable	\$	\$
Budget Preparation & Budget Control	\$	\$
Report Writer	\$	\$
Hardware and/or Hosting (itemized)	\$	\$
Total Price	\$	\$

Maximum annual percentage increase for Software Maintenance & Support for Years 6 thru 10

% _____

Note: This RFP does not obligate the Authority to accept or contract for any expressed or implied services. The Authority reserves the right to request any Bidder to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation process. All proposals and submissions shall become the property of the Authority upon receipt and may be used by the Authority in the selection of a Bidder and may be incorporated into any final agreement between the Authority and the Bidder submitting same.

Process Overview

The Authority reserves the right to make a contract award based solely upon the proposals, or to negotiate further with one or more respondents. The Bidder selected for the award will be chosen on the basis of greatest benefit to the Authority, and not necessarily on the basis of lowest pricing. The Authority will rank the proposals according to their qualifications as determined by the Authority in accordance with the criteria herein. The Authority may meet with Respondents who submit proposals that have a reasonable chance of being selected for award to more clearly identify their capabilities to perform the work. The Authority may enter into negotiations with only the top ranked respondent or it may conduct negotiations with other respondents as it deems appropriate.

The Authority shall award to the Respondent that is in the best interest of the Authority. The Authority reserves the right to accept or reject any and all proposal packages either in whole or in part with or without cause, waive any conditions or exceptions provided in the RFP or to cancel the RFP. The right is reserved to reject any and all proposals that have or have not satisfactorily met the requirements of this RFP. The Authority will reject any Respondent who is debarred by the NJ Division of Purchasing and Property in the Department of Treasury or by any other State Department, Agency or Authority from providing services to the State of New Jersey and its governing entities. In addition the Authority reserves the right to reject the proposal of any Respondent who has previously failed to perform any contract properly for any purchaser, or to complete on time contracts of a similar nature, who is not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded its obligations to clients, purchasers, subcontractors, suppliers, or employees.

Evaluation Criteria

The proposals will be reviewed by Authority staff. The Proposals will be evaluated on a variety of factors, including:

- Capabilities presented in proposal encompassing items described in this RFP.
- Cost of software and implementation services to be provided.
- Responses to all sub-sections of the Software Solution Questionnaire section of this RFP.
- Adherence to the guidelines defined within this RFP.
- Previous experience working with the Authority.
- Previous experience in working with municipal bond finance agencies.
- State of New Jersey business presence.
- Bidder's ability to demonstrate the solution proposed during the RFP evaluation process.

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New Jersey Health Care Facilities Financing Authority

Standard Terms and Conditions

By submitting a proposal in response to the Request for Proposal (“RFP”) for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, “Standard Terms and Conditions”) are part of any contract(s) awarded as a result of the RFP unless specifically and expressly modified by reference in the RFP or in a writing executed by an Authorized Officer of the Authority.

- I. **Definitions:** As used in these Standard Terms and Conditions, the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

“Authority” means the New Jersey Health Care Facilities Financing Authority. The Authority is the intended beneficiary of the Contract.

“Authorized Officer” means (i) with respect to the Authority, the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Treasurer, Executive Director or Deputy Executive Director of the Authority or such other Person who is authorized by the by-laws or any resolution of the Authority to act in such capacity.

“Bidder” means any person or entity submitting a proposal in response to the RFP to provide the Authority services specified in the RFP.

“Contract” means a mutually binding legal relationship obligating the Contractor to furnish services and the Authority to pay for them. The Contract consists of these Standard Terms and Conditions, the RFP, the proposal submitted by the Contractor, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the “contract” does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by a writing signed by an authorized officer of the Authority and of the Contractor.

“Contractor” means the person or entity which submits a proposal in response to the RFP and to whom (or which) the Contract is awarded.

“Request for Proposal” means a request for offers or proposals to provide the sought after services as specified herein.

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

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II. **Applicability and incorporation of standard terms and conditions:** These Standard Terms and Conditions are automatically incorporated into the Contract unless the Contractor is specifically instructed otherwise in the RFP or in any other amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

III. **Contractor's Status and Responsibilities:**

A. **Contractor's Status:** The Contractor's status shall be that of an independent contractor and not that of an employee of the State or the Authority. The Contractor shall not be an employee of an acute care hospital in New Jersey.

B. **Contractor's Certification as to its Representatives:** The Contractor certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Contractor agrees that the violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for termination of the contract award. In addition, the Contractor's violation of any statute or regulation relating to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Contractor's enforcement of its rights under the Contract including any and all claims at law or equity.

C. **Contractor's Performance:** The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract. The Contractor has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Contractor's ability to be awarded or to perform its obligations under the Contract.

D. **Responsibilities of Contractor:**

1. The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Contractor under the Contract.
2. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority of any rights under the Contract or of any cause of action arising out of the Contractor's performance of the Contract.

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3. The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the Authority has or may have for latent defects or errors or other breaches or warranty or negligence.
 4. The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the Authority may have against the Contractor.
- E. **Investigation:** By submitting a proposal in response to the RFP, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.
- F. **Cost Liability:** The Authority assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.
- G. **Indemnity/Liability to Third Parties: The Contractor's liability to the Authority, its employees and agents in third party suits shall be as follows:**
- a. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, its employees and attorneys from and against any and all claims, demands, suits, actions, recoveries, judgments, liabilities and costs and expenses which may arise from or result directly or indirectly from the breach of any term of the Contract or the default thereunder by the Contractor, its employees, servants or agents and on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services supplied under this Contract.
 - b. The Contractor shall hold and save the Authority, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the Contract.
 - c. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in the Contract.

The Contractor further agrees that:

- a) any approval by the Authority of the work performed by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;

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- b) the Authority assumes no obligation to indemnify or save harmless the Contractor, its agents, servants or employees for any claim which may arise out of its performance of the Contract; and
- c) the provisions of this indemnification shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

H. Availability of Records: The Authority has the right to request, and the Contractor agrees to furnish free of charge, all information and copies of all records and documents which the Authority requests. The Contractor shall allow the Authority to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contractor pursuant to the Contract. The Contractor shall maintain records for products and/or services delivered against the Contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the Authority and the State, including the Comptroller, for audit and review. Any failure by the Contractor to maintain or produce such records or to otherwise cooperate with the Authority may be, at the Authority's discretion, cause for termination of the contract award and/or suspension or debarment of the Contractor from the Authority.

I. Data Confidentiality:

1. The Authority's obligation to maintain the confidentiality of the Contractor's confidential information provided to the Authority under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
2. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under this Contract. The Contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the Contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.
3. The Authority's Confidential Information shall consist of all information or data contained in documents supplied by the Authority or the State, any information or data gathered by the Contractor's in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).

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4. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
5. The parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care used to protect their own confidential information.
6. In the event that the Authority receives a request for the Contractor's Confidential Information related to the Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the Authority agrees, if permitted by law, to provide the Contractor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such request. The Contractor shall take any action it deems appropriate to protect its documents and/or information.
7. In addition, in the event that the Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the Contractor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and the Contractor's intended response to such request. The Authority shall take any action it deems appropriate to protect its documents and/or information.
8. Notwithstanding the requirements of nondisclosure described in this Section I, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in subsection I(6), or if Contractor is unsuccessful in defending its rights as described in subsection I(6), or (iv) in the case if the Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights as described in subsection I(7), or if the Authority is unsuccessful in defending its rights as described in subsection I(7).

Any use, sale or offering of this data in any form by the Contractor, his employees, agents, servants or assignees will be considered in violation of the Contract and will cause the information to be reported to the State Attorney General for possible prosecution. Penalties for violations of this provision include, but are not limited to, termination of the contract award and/or legal action without the Authority or the State

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being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.

- J. **No Waiver of Warranties or Remedies at Law or Equity:** Nothing in the Contract shall be construed to be a waiver by the Authority or any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an Authorized Officer of the Authority. Further, nothing in the Contract shall be construed to be a waiver by the Authority of any remedy available to the Authority under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an Authorized Officer of the Authority.
- K. **Ownership of Documents:** All documents and records, regardless of form, prepared by the Contractor in fulfillment of the Contract shall be transmitted to the Authority and shall become the property of the Authority.
- L. **Publicity:** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by an Authorized Officer of the Authority.
- M. **Services to be Performed in United States:** Pursuant to P.L. 2005, c. 92, (codified at N.J.S.A. 52:34-13.2) services under the Contract, including any subcontracted services, will be performed in the United States. If, during the term of the contract, the contractor or subcontractor has declared that services will be performed in the United States and proceeds to shift services outside of the United States, the contractor shall be deemed in breach of contract, unless the State contracting agency shall first have determined in writing that extraordinary circumstances require the shift of services or that a failure to shift the services would result in economic hardship to the State of New Jersey.

IV. Contractual Relationship:

- A. **Assignment:** The Contractor shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of an Authorized Officer of the Authority. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of an Authorized Officer of the Authority shall not relieve the Contractor of any duty, obligation or liability assumed by it under the Contract and shall be cause for termination of the contract award.
- B. **Mergers, Acquisitions and Dissolution:**
 - 1. **Merger or Acquisition:** If, subsequent to the award of any contract, resulting from the RFP, the Contractor shall merge with or be acquired by another firm, an Authorized Officer of the Authority may terminate the contract award upon ten (10) days' notice to the Contractor. In such case, the provisions of VI. C. and D. shall apply.
 - 2. **Dissolution:** If, during the term of the Contract, the Contractor's partnership, joint venture or corporation shall dissolve, the Authority must be so notified.

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Upon receipt of such notice, an Authorized Officer of the Authority may terminate the Contract, in which case the provisions of VI. C. and D. shall apply. If the Contractor is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

3. **Notice:** The Contractor shall promptly provide notice to the Authority of all information related to its merger, acquisition and/or dissolution.

V. **Mandatory Compliance with Law:** The Contractor's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority. The lists of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and are available for review at the State Library, 155 West State Street, Trenton, New Jersey 08625.

A. Corporate Authority:

1. All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the New Jersey Secretary of State prior to conducting business in the State of New Jersey.
2. If a bidder is a corporation incorporated in a state other than New Jersey, the Contractor must obtain a Certificate of Authority to do business from the Office of the Secretary of State of New Jersey prior to receipt of the final contract award. Within seven (7) days of its receipt of a notice of intent to award, the successful bidder shall provide either a certification or notification of filing with the Secretary of State. Further, in accordance with Public Law 2001, c. 134, which requires all contractors and subcontractors provide proof of their registration with the Department of the Treasury, Division of Revenue, the Contractor must submit a copy of their "Business Registration Certificate" to this Authority within 30 days of enactment of this Agreement. Failure to comply may result in the Authority withdrawing the notice of intent to award.
3. If the bidder awarded the Contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the Secretary of State as his true and lawful attorney for the sole purpose of receiving process in any civil action which may arise out of the performance of the Contract. The appointment of the Secretary of State shall be irrevocable and binding upon the bidder, his heirs, executors, administrators, successors and assigns. Within ten (10) days of receipt of this service, the Secretary of State shall forward same to the bidder at the address designated in the bidder's proposal.

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- B. **Affirmative Action:** During the performance of the Contract, the Contractor agrees to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27), as follows:

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, 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 will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Contractor 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 Authority's contracting officer, advising the labor union or worker's representative of the Contractor's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal Law and applicable Federal Court decisions.

The Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

The Contractor shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

- C. **Americans with Disabilities Act:** The Contractor shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C. , Sec. 12101, et seq.
- D. **Bidders Warranty:** By submitting a proposal in response to the RFP, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the 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 the Contractor for the purpose of securing business. The penalty for breach or violation of this provision may result in termination of the contract award without the Authority being liable for damages, costs and/or attorney fees or, in the Authority's discretion, a deduction from the Contract price or consideration the full amount or such commission, percentage, brokerage or contingent fee.
- E. **Standards Prohibiting Conflicts of Interest:** The following prohibitions shall apply to all contracts made with the Authority.
 - 1. No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

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2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an officer or employee of the Authority from any State Bidder or Contractor shall be reported in writing forthwith by the vendor to the Attorney General.
 3. No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Contractor to any officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.
 4. No Contractor shall influence, or attempt to influence or cause to be influenced any officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said officer or employee.
 5. No Contractor shall cause or influence, or attempt to cause or influence, any officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Contractor or any other person.
 6. It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.
- F. Public Law 2005, Chapter 51 / Executive Order 117 (2008):** On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). On September 24, 2008, then-Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and to increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.
- G. Requirements of Public Law 2005, Chapter 51, as amended by Executive Order 117:**

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In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13 to 20.25, superseding Executive Order 134 (2004)) (“P.L.2005, c. 51”) was approved on March 22, 2005. Pursuant to the requirements of P.L.2005, c. 51, the terms and conditions set forth in this section shall be a material term and condition of, and shall be binding upon all parties to, this bid application and any contract(s) resulting there from:

1. **Breach of Terms of Public Law 2005, Chapter 51 Deemed Breach of Contract**

It shall be a breach of the terms of any contract entered into as the result of this bid application for a business entity to (i) make or solicit a contribution in violation of P.L.2005, c. 51; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of P.L.2005, c. 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange or contributions to circumvent the intent of P.L.2005, c. 51; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of P.L.2005, c. 51.

2. **Certification and Disclosure Requirements**

Pursuant to the requirements of P.L.2005, c. 51, the Agency shall not enter into an agreement or otherwise contract to procure from any business entity services or any material, supplies or equipment, or to acquire, sell, or lease any land or building, where the value of the transaction exceeds \$17,500, if that business entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

Prior to the award of any contract or agreement to any business entity, the business entity proposed to be the intended awardee of the contract or agreement shall submit the Certification and Disclosure form, certifying that no prohibited contributions have been made by the business entity and reporting all contributions the business entity made during the preceding four years to any political organization organized under section 527 of the Internal Revenue Code, 26 U.S.C. § 527, that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

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The intended awardee shall submit the required disclosure(s) to the Agency within five (5) business days of the intended awardee's receipt of a Notice of Intent to Award a Contract. Failure to submit the required forms will preclude award of a contract under this RFP. The Statement of Bidder/Vendor Ownership Disclosure (full version) and The Two-Year Vendor Certification and Disclosure of Political Contributions forms along with instructions can be found on the State's Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/execorder134.shtml> under "Disclosure Forms and Instructions".

Any business entity that is the awardee of a contract or agreement shall, on a continuing basis, report any contributions it makes during the term of the contract or agreement, and any extensions thereof, at the time any such contribution is made on the Continuing Disclosure of Political Contributions form. A separate Continuing Disclosure is required for each person or organization that constitutes a business entity as defined above.

3. State Treasurer Review

All Certifications, disclosures and reports required by this section, and any other pertinent information concerning contributions, shall be subject to review by the Office of State Treasurer prior to and/or during the term of any contract or agreement awarded pursuant to this bid application. If the State Treasurer determines that any contribution or action by the business entity constitutes a breach of contract that poses a conflict of interest in the awarding of a contract or agreement under this solicitation, the State Treasurer shall disqualify such business entity from award of such contract or agreement.

H. Requirements of Public Law 2012 Chapter 25: Pursuant to N.J.S.A. 52:32-58 (L. 2012, c.25, Section 4), the bidder shall file a certification with the Authority that neither the bidder, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the New Jersey Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities. The required Disclosure of Investment Activities in Iran form (Full Version) can be found on the State's Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

I. New Jersey Business Registration: Pursuant to N.J.S.A. 352:32-44, entities providing goods or services to the Authority must be registered with the New Jersey Department of the Treasury, Division of Revenue. Effective September 1, 2004, pursuant to an amendment to *N.J.S.A.* 52:32-44, State and local entities (including the Authority) are prohibited from entering into a contract with an entity unless the firm has provided a copy of its business registration certification (or interim registration) as part of its response. If the firm is not already registered with the New Jersey

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Division of Revenue, the form should be completed, online, at the Division of Revenue website: www.state.nj.us/treasury/revenue/.

- VI. **Termination of the Contract Award:** An Authorized Officer of the Authority reserves the right, in their sole discretion to terminate the contract award during the duration of the Contract, without penalty, included but not limited to the following provisions:
- A. **Change of Circumstances:** Where circumstances change and/or the needs of the Authority change, or the Contract is otherwise deemed by the Authority to no longer be in the public interest, the Authority may terminate the contract award upon no less than thirty (30) days notice to the Contractor. In the event of such a termination of the contract award, the Contractor shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.
 - B. **For Cause:**
 - 1. Where a Contractor fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days' notice to the Contractor.
 - 2. The Authority's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Contractor to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
 - C. Upon a termination of the contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered in the date of termination that portion of the fee which the services actually and satisfactorily performed by it, as determined by an Authorized Officer of the Authority, shall bear to the total services contemplated under the Contract, less payments previously made.
 - D. Upon termination of the contract award, the Authority may acquire the services which are the subject of the Contract from another source and may charge the Contractor whose contract award has been terminated the difference in price, and the said Contractor shall be liable for same.
- VII. **Contractor Compensation:** The Contractor shall submit an invoice on a monthly basis. Payment will not be made until an Authorized Officer of the Authority has approved payment.
- VIII. **Contractual Notice of State Vendor Set-Off For State Tax (P.L. 1995, c. 159):** Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer,

Attachment 1

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

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under N.J.S.A. 59:49-18. No requests for conference, protestor subsequent appeal to the Tax Court from any protest under this section shall stay the collection of indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (c. 52:32-35.), shall be stayed.

- IX. **Notices:** All notices required under the Contract shall be in writing and shall be validly and sufficiently served by the Authority upon the Contractor, and vice versa, if addressed and mailed by certified mail to the addressee set forth in the Contract. Notice to the Authority shall be mailed to the following address:

Overnight Delivery Address:
Station Plaza, Building #4, Floor #4
22 South Clinton Avenue
Trenton, NJ 08609-1212

Mailing Address:
P.O. Box 366
Trenton, NJ 08625-0366

- X. **Claims:** All claims against the Authority by the Contractor concerning interpretation of the Contract, Contractor performance and /or termination of the contract award shall be subject to the New Jersey Tort Claims Act N.J.S.A. 59:1-1, et seq. and the New Jersey Contractual Liability Act , N.J.S.A. 59:13-1, et seq.
- XI. **Applicable Law:** This agreement and any and all litigation arising therefrom or related thereto shall be governed by the applicable law, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.