

**NEW JERSEY MEADOWLANDS COMMISSION**  
**One DeKorte Park Plaza**  
**Lyndhurst, New Jersey 07071**  
**201-460-1700**

**Request for Proposals**  
**Computer Consulting Firm**  
**Support and Maintenance Contract for**  
**Oracle Financial ERP System**

**Contract FM 11-01**

**Release Date: April 5 2011**

**Due Date: May 3, 2011**

## PUBLIC NOTICE

### REQUEST FOR PROPOSALS COMPUTER CONSULTING FIRM SUPPORT AND MAINTENANCE CONTRACT FOR ORACLE FINANCIAL ERP SYSTEM

**PLEASE TAKE NOTICE THAT** the New Jersey Meadowlands Commission (NJMC) is accepting proposals from consulting firms seeking to provide support and maintenance for Oracle Financial ERP for the NJMC. Only firms with a minimum of three years experience in Oracle Software Maintenance are eligible. In addition, there are strict experience requirements for the firm and personnel.

**To be considered, the Proposal submittal must be received at the following address no later than 4:00 PM on May 3, 2011:**

**New Jersey Meadowlands Commission  
One DeKorte Park Plaza  
Lyndhurst, NJ 07071  
Attention: Ms. Juthasinee Jaengsuk  
Senior Accountant/Financial System Administrator**

The work that will be performed under this Contract is located at the New Jersey Meadowlands Commission, One DeKorte Park Plaza, Lyndhurst, NJ. It will include computer hardware and software support and maintenance service in supporting Oracle Financial ERP Systems.

The Request for Proposal for these services will be available starting on April 5, 2011 on the NJMC website at <http://www.njmeadowlands.gov/public/notices.html> or may be obtained at the NJMC Offices through Ms. Juthasinee Jaengsuk. All addenda will be sent via e-mail to interested parties and posted on the public notice section of the NJMC website. Anyone downloading a copy of this RFP from the NJMC website, as opposed to picking up a copy from the NJMC offices, is required to send a notice of interest to Ms. Juthasinee Jaengsuk @ [juthasinee.jaengsuk@njmeadowlands.gov](mailto:juthasinee.jaengsuk@njmeadowlands.gov) which should include company name, address, phone number and an e-mail address in order to receive any addenda.

Bidders are required to comply with the Equal Employment Opportunity and Affirmative Action requirements at N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The NJMC reserves the right to reject all Proposal submittals, or abandon all or part of this Project, prior to award of any contracts, pursuant to N.J.S.A. 13:17-1, *et seq.*

Respondents must provide certification and disclosure documents in compliance with P.L. 2005, Chapter 51, N.J.S.A. 19:44A-20.13 – 25 (formerly Executive Order 134) and Executive Order 117 (2008) and P.L. 2005, C.271.

If special requirements are needed under the Americans with Disabilities Act, contact Rosanne Sireci, Human Resources, at 201-460-3725. Any questions regarding this RFP should be directed in writing to Ms. Juthasinee Jaengsuk, NJMC, One DeKorte Park Plaza, Lyndhurst, NJ 07071; fax: 201-460-1722; e-mail: [juthasinee.jaengsuk@njmeadowlands.gov](mailto:juthasinee.jaengsuk@njmeadowlands.gov) (no phone calls, please).

Dated: March 29, 2011

# NEW JERSEY MEADOWLANDS COMMISSION

## REQUEST FOR PROPOSALS Computer Consulting Firm for Support and Maintenance Contract for Oracle Financial ERP System Contract FM 11-01

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# **SECTION 1.00**

## **INTRODUCTION, GENERAL INSTRUCTIONS**

## SECTION 1.00

### INTRODUCTION, GENERAL INSTRUCTIONS

#### **1.01 INVITATION TO SUBMIT PROPOSALS:**

- A. The New Jersey Meadowlands Commission (NJMC) is requesting proposals for computer hardware and software support and maintenance services for the Oracle financial ERP systems at our offices in Lyndhurst, New Jersey. The work included under this Request for Proposals (RFP) generally consists of providing all hardware and software support and maintenance for the financial suite. The supported system includes but is not limited to the following:
- A. Red Hat Linux Enterprise Server 5.0 Operating system
  - B. Two (2) Dell Poweredge R710 Servers
  - C. Oracle E-Business suite 12i (includes modules: payables, receivables, general ledger, cash management, fixed asset, grant/project accounting, HR and iProcurement)
  - D. Oracle 11g Release 2 databases
  - E. Dell Powervault 132T backup library
- B. The work under this Project shall be broken into several components as described below.
- I. Linux Redhat Enterprise Server 5.0 Operating System maintenance, backup and support
  - II. Oracle 11g Database maintenance, backup and support
  - III. Oracle 12i application maintenance, backup and support. Including application Patching and Upgrade when needed.
  - IV. Oracle Application and report customization.
- C. All firms with experience on similar projects and meeting the requirements of this RFP are invited to submit Proposals.
- D. All Proposals must be received no later than 4:00PM at the NJMC Administration Building on May 3, 2011. Proposals will **NOT** be accepted after the above specified time.
- E. No interpretation of the RFP by the NJMC will be made orally. All interpretation and supplemental instructions will be in the form of written addenda to the RFP. Addenda will be mailed by registered mail with return receipt requested to all who have obtained copies of the RFP. The NJMC reserves the sole right to determine whether or not an extension of the Proposal due date is necessary due to the nature of the inquiries. To allow sufficient time for the NJMC to address inquiries regarding this RFP, all inquiries must be **received in writing** by the NJMC by April 14, 2011. **All inquiries shall be addressed to Ms. Juthasinee Jaengsuk, Senior Accountant/Financial System Administrator, NJMC, One DeKorte Park Plaza, Lyndhurst, New Jersey 07071.** Only the interpretations and/or corrections issued as a written Addendum to the RFP by Ms. Jaengsuk shall be binding. No other source is authorized to give information regarding any explanation or interpretation of the RFP.

- F. Receipt of Addenda must be acknowledged in the space provided for that purpose in the Bid Forms. If a Respondent does not acknowledge receipt of Addenda, it will still be required to comply with said Addenda.
- G. All Addenda shall become part of the RFP and shall take precedence over the original RFP. Subsequent Addenda shall take precedence over previously issued Addenda.
- H. Please note that this RFP document uses the terms Contractor, Bidder, and Respondent interchangeably.
- I. Deadlines / Key Dates

RFP Release Date	April 5, 2011
Deadline for Questions	April 14, 2011
NJMC Addenda/Responses to Questions issued	April 19, 2011
Proposal Due Date	By 4:00 pm, May 3, 2011

END OF SECTION 1.00

**SECTION 2.00**  
**SCOPE OF SERVICES**

## **SECTION 2.00**

### **SCOPE OF SERVICES**

#### **2.01 INTRODUCTION AND PURPOSE**

- A. The New Jersey Meadowlands Commission (“NJMC”) wishes to engage a qualified firm (“Contractor” or “Respondent”) to perform various tasks as they relate to the maintenance, backup, and support of an Oracle Financial ERP system. These tasks involve hardware, application, operating system, and database aspects of the system.
- B. The purpose of this RFP is to solicit proposals from qualified Contractors that set forth their experience, expertise, and available resources to support and maintain all aspects of the financial system.

#### **2.02 DETAILED TASK DESCRIPTIONS**

##### **TASK 1 – OVERALL ORACLE OPERATING SYSTEM MAINTENANCE AND BACKUP**

The Contractor shall develop a backup strategy to maintain and restore the operating system should a failure occur requiring a rebuild of the server. Maintenance of the operating system would include critical updates and patches required to optimize the performance of the system.

##### **TASK 2 - ORACLE 11g Release 2 DATABASE MAINTENANCE AND BACKUP**

The Contractor shall develop a backup strategy to maintain and restore the Oracle Database should a failure occur requiring a rebuild of the server. Maintenance of the Oracle database would also include monitoring of the indexes and size of the databases required for optimizing the performance of the system.

##### **TASK 3 - ORACLE 12.1 APPLICATION MAINTENANCE, BACKUP AND SUPPORT**

The Contractor shall develop a backup strategy to maintain and restore the Oracle 12.1 Application should a failure occur requiring a rebuild of the server. Maintenance of the Oracle 12.1 Application would include patching of any application module required to optimize functionality required by NJMC. Support of the Oracle Application and Database would be broken down into three (3) response levels.

1. Emergency – (Production Down) Response by phone or E-Mail within 1 hour on a 24/7 basis. The NJMC business hours are 8am to 5pm (Monday – Friday) and the offices are normally closed on Saturday and Sunday. If remote support does not result in the resolution of the problem, a 4-hour on-site response is required.

2. Compromised – (Production Up, Application component compromised) Response by phone or E-Mail within 4 hours. If remote support does not result in resolution of the problem, a 24-hour on-site response is preferred.

3. Non-Critical – (Production Up, Application Normal) Response by phone or E-Mail within 24 hours. Schedule a convenient time for NJMC follow-up.

The application maintenance and support should include the reporting tool, Discoverer Release 4, in administration edition, desktop edition and viewer edition.

In addition, support shall include initiation and follow up of Oracle Service Request (SR) on the Oracle Metalink website. This would include patching of any affected application module required to correct the problem. This task also includes workflow updates, including e-mail notifications, and workflow in approval process in Oracle application.

#### **TASK 4 - ORACLE INSTANCE MAINTENANCE**

The Contractor shall use an Oracle supported strategy to clone the Production instance to the Test and Development instance on a quarterly basis.

#### **TASK 5 - ORACLE APPLICATION AND REPORT CUSTOMIZATION**

When application and report customization is needed a meeting will be scheduled with NJMC to develop a strategy of the work to be done.

The Contractor shall provide an Oracle qualified consultant one day a week from 8:30am to 4:30pm to be present at the NJMC's office to address any or all the above tasks.

END OF SECTION 2.00

## **SECTION 3.00**

### **PROPOSAL PREPARATION AND SUBMISSION**

## SECTION 3.00

### PROPOSAL PREPARATION AND SUBMISSION

#### **3.01 GENERAL INSTRUCTIONS AND PROPOSAL REQUIREMENTS:**

- A. The Proposal shall be as specified herein. If made by a corporation (joint venture, associated firms, etc), it shall be signed by a corporate officer authorized to do so. If made by an individual, that individual shall sign it. One or more of the partners shall sign the Proposal, if the respondent is a firm or partnership.
- B. Five (5) copies of the Proposal shall be submitted. Submittal of the Proposal and all supporting materials shall be at the expense of the Respondent. All materials submitted shall become the property of the NJMC and will not be returned.
- C. **AUTHORIZATION TO DO BUSINESS IN NEW JERSEY/BUSINESS REGISTRATION**  
Each Respondent, including out-of-state entities, shall provide proof of valid business registration with the Division of Revenue in the Department of Treasury, in the form of a Business Registration Certificate, together with the submitted Proposal. No contract shall be entered into unless such proof of business registration is first provided. Information concerning business registration may be obtained at the Division of Revenue website, <http://www.nj.gov/treasury/revenue/busregcert.htm>
- D. The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope: the name, address, and telephone number of the respondent; and the name for this project. **THE ENVELOPE SHALL BE CLEARLY MARKED WITH THE PROJECT NAME, IN LARGE LETTERS, AS FOLLOWS:**

**PROPOSAL FOR CONTRACT FM 01-11 COMPUTER CONSULTING  
FIRM SUPPORT AND MAINTENANCE CONTRACT FOR ORACLE  
FINANCIAL ERP SYSTEM**

**DO NOT OPEN – DELIVER TO MS. JUTHASINEE JAENGSUK**

- E. The following documents shall be enclosed in the sealed envelope with the Bid.
  - 1. Qualifications Narrative
  - 2. Technical Narrative
  - 3. Price Proposal
  - 4. Bid Bond/Security
  - 5. Consent of Surety
  - 6. Disclosure Form
  - 7. Affidavit of Authorization
  - 8. Moral Integrity Affidavit
  - 9. Non-Collusion Affidavit
  - 10. Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (2008) and P.L. 2005, C. 271
  - 11. Corporate Resolution

12. Proof of Valid N.J. Business Registration
13. Set-Off For State Taxes
14. References
15. Malpractice List
16. Any other documentation or information required under this RFP

F. Proposals may be withdrawn prior to the Proposal due date.

### 3.02 NARRATIVE PROPOSAL SECTIONS

#### A. QUALIFICATIONS NARRATIVE:

1. Each Respondent shall submit with its Proposal a narrative describing the Respondent's qualifications that demonstrates the Respondent's ability to perform the Work, as outlined in SECTION 2.0, including descriptions of experience on similar projects. Responses from joint ventures or associated firms shall include the pertinent qualifications and experience for each firm and project team, in addition to addressing individual firm responsibilities and coordination of tasks. **All information regarding the experience of the Respondent shall be limited to work done within the last three (3) years and shall only include projects that involved the personnel listed in the Proposal.**
2. The Respondent shall provide all pertinent information regarding its organization, the technical and management personnel to be assigned to this Project, along with their qualifications, educational and experience summaries, including required licenses and the overall experience that would support and demonstrate the capacity and capabilities needed to perform the various tasks within the RFP. This information shall include, but not necessarily be limited to the following:
  - i) General Experience and Qualifications of the Firm: List previous services for which the firm has provided Consultant services. This will include years of experience and profession of the staff and firm working with Oracle E-business Suite. Descriptions of the firm, including history, location, principal business, types of services offered, representative clients, number of employees (for the past three (3) years), etc.; Firm technical staff levels for the past three years.
  - ii) Experience with Public Sector Accounting: List past experience working In Government agencies and in Public Sector Accounting.
  - iii) Descriptions of specific experience in performing the tasks and services required by this RFP (including descriptions of work performed, any problems or special issues encountered, and the approach used to address them).
  - iv) List the specific qualifications of the staff and supervisors that will be assigned to this Project. This should include experience and qualifications with Oracle and associated database.
  - v) Resumes for all personnel and alternate personnel that may be assigned to the Project.
  - vi) Client References: Provide contact persons, addresses, and phone numbers for references of at least six consulting projects. List the name of the project, the date of completion, and the approximate dollar value of the consulting work.

vii) A list of malpractice suits and/or actions brought against the firm within the last three years regardless of outcome. The list shall include a brief discussion of the pertinent facts concerning each case. If none, so state.

3. The NJMC reserves the right to require the submission of additional information regarding experience and qualifications, as it may deem necessary; and may consider any evidence available on the financial, technical, or other qualifications and abilities of any respondent.

**B. TECHNICAL NARRATIVE:**

1. The Respondent shall describe its overall approach and plan for this Project. The approach and plan shall convey the Respondent's thorough and comprehensive understanding of the Work described in this RFP, and must be described in sufficient detail to enable the NJMC to evaluate the Proposals fairly and efficiently. All Respondents are required to provide a detailed description of how they intend to respond to each of the tasks mentioned above. The Respondent shall also include its assessment of the particular skills required to complete the tasks.
2. The Respondent should outline in detail the methodology to be utilized for assessing and diagnosing the maintenance needs under the contract.
3. In addition, the Respondent shall describe any problems or issues that it or the NJMC should anticipate in connection with the Project, providing approaches to address the problems and issues and/or analyses of proposed solutions.

**3.03 COST PROPOSAL SECTION**

- A. The respondent shall prepare a detailed cost proposal, which outlines a fixed monthly amount with combined estimated hours and hourly rates for Tasks 1, 2, 3 and 4 (combined).
- B. For Task 5, *Oracle Application and Reports Customization*, the respondent shall provide an hourly rate for services.
- C. The cost of the Optional Year 2 shall not be greater than 2% of the cost of Year 1 and the Optional Year 3 shall not be greater than 2% of the cost of Year 2.

**3.04 ADDITIONAL REQUIRED SUBMITTALS**

- A. The Respondent shall include the following additional information with the Proposal:
  - A list of all malpractice suits and/or actions brought against the Respondent within the last three (3) years, if any, regardless of outcome. The list shall include a brief discussion of the pertinent facts for each case.
  - References: A list of projects similar to the Work of this RFP. A client name, address, contact person and phone number shall be provided for each project.

END OF SECTION 3.00

## **SECTION 4.00**

### **ADDITIONAL TERMS AND CONDITIONS**

**SECTION 4.00**  
**ADDITIONAL TERMS AND CONDITIONS**

**4.01 NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS**

*Mandatory Equal Employment Opportunity Language*

*N.J.S.A. 10:5-31 et seq. (PL. 1975, C.127) N.J.A.C. 17:27*

A. During the performance of this contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 to the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

2. 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 applicants 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 or sex.

3. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. 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.

5. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2.**

6. 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, 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.

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

8. In conforming with the targeted employment goals, the contractor or subcontractor 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, 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.

9. 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).)

10. The Contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Division of Public Contracts Equal Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

#### **4.02 INSURANCE REQUIREMENT**

- A. Prior to execution of the Contract, the Selected Contractor will be asked to furnish the NJMC with satisfactory proof that it has obtained the insurance described below from insurance companies or underwriters satisfactory to the NJMC. The Contractor shall keep such insurance in force until each and every obligation assumed under the Contract has been fully and satisfactorily performed.
- B. The Contractor will be asked to furnish the NJMC certificates for the following types of insurance showing the type, amount, and class of operations insured, and the effective and expiration dates of the policies:
- Professional Liability Insurance – shall be maintained during the course of this agreement. Said insurance shall consist of an errors and omissions policy in the amount of one million dollars (\$1,000,000). The Contractor shall pay any policy deductibles. Any and all

subcontractors also must maintain insurance to cover their work associated with the project or alternatively such subcontractors must be insured under the policy of the Contractor.

- Compensation Insurance – coverage “B”, as required by state law for all employees who will be engaged in the work associated with this Contract. If any employees engaged in hazardous work under this Contract are not protected under the workmen’s compensation statute, the Contractor shall also provide adequate employer’s liability insurance protection of those employees.

C. All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least 60 days written notice to the NJMC by certified mail.

#### **4.03 CONFLICTS OF INTEREST**

A. Respondents must identify and submit with their proposal any existing or potential conflicts of interest, as well as their representation of parties or other relationships that might be considered a conflict of interest and might affect or involve this assignment for the New Jersey Meadowlands Commission. Any such disclosure shall be supplemented as necessary on an ongoing basis.

#### **4.04 SALES TAX**

A. Each Bidder shall study all tax laws for the jurisdiction in which the Work is performed, particularly so-called "sales and use taxes" for which the Bidder may be liable as a consumer or user of goods. The NJMC is exempt from sales tax; therefore, such taxes shall not be included in the bid amounts. The applicable state statutes are N.J.S.A. 54:32B-8 Exempt Sales and 54:32B-9 Exempt Organizations. More specifically, Subsection (w) of 54:32B-8 states that the following are exempt from sales and use taxes:

1. Sales made to contractors, subcontractors or repairmen, of materials or services for exclusive use in erecting structures or buildings on (or otherwise improving, altering or repairing) real property of organizations described in Subsections (a) and (b) of Section 9 of this Act; provided any person seeking to qualify for this exemption shall do so pursuant to such rules and regulations, and upon such forms, as shall be presented by the Director.

B. Subsection (a) (1) of 54:32B-9, lists the following as exempt organizations:

1. The State of New Jersey, or any of its agencies, instrumentalities, public authorities, public corporations (including a public corporation created pursuant to agreement or compact with another state), or political subdivisions where it is the purchaser, user or consumer; or where it is a vendor of services or property of a kind not ordinarily sold by a private person.

C. It shall be the Contractor's responsibility to obtain, fill out and file any necessary forms for claiming the tax exemption.

#### **4.05 OFFER OF GRATUITIES**

- A. No vendor shall pay, offer to pay, or agree to pay either directly or indirectly, any fee commission, compensation, gift, gratuity, or other item of value of any kind to any State officer or employee or special State officer or employee (as defined by NJSA 52:13D-13b. &c.) in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family (as defined by NJSA 52:13D-13i.) of any such officer or employee, or any 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 NJSA 52:13D-13g.
- B. The solicitation of any fee, commission, compensation, gift, gratuity, or other item of value by any State officer or employee, or special State officer or employee, from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- C. No vendor 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 vendor to, any State officer or employee, having any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by (or to) any State agency or any instrumentality thereof; 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 NJSA 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee, or special State officer or employee, upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict-of-interest.
- D. No vendor shall influence, attempt to influence, or cause to be influenced, any State officer or employee, or any special State officer or employee, in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee, or special State officer or employee, to use (or attempt to use) his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- F. The provisions cited above in paragraphs A. through E. shall not be construed to prohibit a State officer or employee, or special State officer or employee, from receiving gifts from (or contracting with) vendors under the same terms and conditions as are offered or made to members of the general public, subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph C. above.

#### **4.06 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER 117 (2008)**

- A. In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose

the risk of improper influence, purchase of access, or the appearance thereof, then-Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. 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, which was signed into law on March 22, 2005 (“Chapter 51”). On September 24, 2008 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 increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

## B. DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

1.) Reportable Contributions – contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

2.) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity”, that individual’s spouse or civil union partner and any child residing with that person.<sup>1</sup>

3.) Officer – a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

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<sup>1</sup> Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted

4.) Partner – one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

#### C. BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (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 or 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 the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; 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 the Legislation.

#### D. CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

2. Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

3.) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

**E. STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

**F. ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if the filing is necessary. Failure to file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**4.07 NOTICE OF SETOFF FOR STATE TAXES**

- A. Pursuant to the N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State), the NJMC may set off that payment by the amount owed.
- B. The Bidder shall certify acknowledgement of this by completing the form contained in SECTION 7.00: Bid Document Package – Bid Forms.

**4.08 RESPONDENT'S UNDERSTANDING OF RFP**

- A. The Respondent hereby expressly waives any right to, and agrees that there will be no claim for, additional payment because of any misunderstanding or misinterpretation of this RFP, or any failure to fully acquaint itself with all conditions relating to the Work.

**END OF SECTION 4.00**

## **SECTION 5.00**

### **PROPOSAL EVALUATION AND CONTRACT AWARD**

**SECTION 5.00**  
**PROPOSAL EVALUATION AND CONTRACT AWARD**

**5.01 EVALUATION OF QUALIFICATIONS:**

- A. In selecting the most highly qualified firm with which to contract for the services under this RFP, the NJMC shall consider the information and documentation submitted as part of the proposal and generally shall utilize the following criteria:
1. The experience and qualifications of the Respondent as noted herein;
  2. The experience of the Respondent with similar work in similar environments;
  3. The availability of qualified and experienced personnel to complete the project;
  4. The experience and capability of the Respondent and the Respondent's project team with respect to the technologies, techniques and expertise required for the various items of work;
  5. The past performance of the Respondent;
  6. Any potential conflicts of interest the Respondent may have in completing the work;
  7. Cost proposal - Bids will be evaluated on the total 3-year cost proposal for Tasks 1 through 4 and the average hourly rate over 3 years for Task 5 (see Preparation of Cost Proposal under scope of services).
- B. In selecting and ranking the most highly qualified Respondent, the NJMC shall utilize the weights for the various ranking criteria as presented in SECTION 5.02. In addition to the specific criteria listed, the Respondent's Cost proposal will also be considered in the final selection. Neither the specific ranking criteria nor the cost proposal shall be the sole factor in the NJMC's selection process. (See Preparation of Cost Proposal)
- C. The NJMC may disqualify a Respondent determined to be unacceptably deficient in one or more of the ranking criteria, regardless of the Respondent's ranking or score on the remaining criteria.

**5.02 EVALUATION CRITERIA**

Respondents to this RFP will be evaluated based on the following criteria:

<u>Description</u>	<u>Maximum Point Value</u>
A). General Experience and Qualifications of the Firm including experience with Oracle E-Business Suite	10
B). Client References	10
C). Staff and Supervisor Qualifications	10
D). Experience with Public Sector Accounting	10
E). Total 3-Year Cost for Tasks 1 through 4	55
F). Average Hourly Rate over 3 Years for Task 5	5
<b>MAXIMUM POINT VALUE</b>	<b>100</b>

Your company must achieve at least 75 points to be considered for this RFP.

### **5.03 SELECTION CONSTRAINTS:**

- A. The Contract will be awarded only to a firm or firms who, in the opinion of the NJMC, are fully qualified to undertake the Project, and who possess the necessary resources to complete it within the required time.
- B. The NJMC shall be the final judge regarding whether or not any of the activities or work cited by the Respondent pose a threat of an actual or perceived conflict of interest.
- C. The NJMC reserves the right to request individual meetings with a Respondent as a supplement to their proposal.

### **5.04 CAUSES FOR REJECTION:**

- A. Proposals may be rejected for any or all of the following reasons:
  - Not authorized to do business in New Jersey
  - Not responsive to these Documents
  - Inability to perform the Work
  - Determination of an actual or perceived conflict-of-interest based on the disclosure statements
  - Failure to include any required information with the Proposal
  - Failure to disclose a potential conflict of interest as defined herein
  - Insufficient qualifications to do the work

The NJMC reserves the right to waive any and all irregularities and informalities in the submission of the Proposal, and to request clarification of the proposal prior to the final evaluations.

### **5.05 AWARD AND SIGNING OF THE CONTRACT**

- A. Award of the Contract, if made, will be to a firm or firms who, in the opinion of the NJMC are fully qualified to undertake the Project, and who possess the necessary resources to complete it within a required time and whose evaluation indicates that the award will be in the NJMC's best interest.
- B. The NJMC intends to award the Contract or reject all bids within sixty (60) days from the bid opening date. The NJMC may require that the bids be held open longer than sixty (60) days. Should a bidder not agree to such an extension, he may withdraw his bid without penalty or forfeiture of his bid security.
- C. When the NJMC gives a notice of award to the successful Bidder (Contractor), it will be accompanied by three (3) unsigned copies of the Contract. Within fifteen (15) days thereafter, the Contractor shall sign and deliver the three (3) copies of the Contract to the NJMC with all other required documents attached, including evidence of required insurance in the form of a certificate. The NJMC will subsequently forward two (2) fully executed copies of the Contract to the Contractor.

**5.06 PROCEDURES FOR ENTERING INTO THE CONTRACT:**

- A. The Contractor must submit one (1) of the following forms of evidence of appropriate affirmative action compliance with the signed Contract:
1. A letter evidencing that the Contractor is operating under a Federally approved or sanctioned Affirmative Action program; or,
  2. A current Certificate of Employee Information Report Approval issued in accordance with NJAC 17:27-4; or,
  3. A completed Form AA302 (Affirmative Action Employee Information Report) provided by the Affirmative Action Office and completed by the Contractor in accordance with NJAC 17:27-4.
- B. The Contractor must provide the NJMC with required certificates of insurance with the signed Contract.

END OF SECTION 5.00

# **SECTION 6.00**

## **CONTRACT**

## **SECTION 6.00 – CONTRACT**

### **2011 NJMC ORACLE ERP SYSTEM SUPPORT AND MAINTENANCE CONTRACT CONTRACT FM 11-01**

This Contract, effective on the date of the latest signature affixed below, for COMPUTER CONSULTING FIRM SUPPORT AND MAINTENANCE CONTRACT FOR ORACLE FINANCIAL ERP SYSTEM, is made by and between the New Jersey Meadowlands Commission, One DeKorte Park Plaza, Lyndhurst, NJ 07071, (hereinafter referred to as the NJMC); and

---

(hereinafter referred to as the Contractor).

#### **WITNESSETH**

WHEREAS, the NJMC requires the Computer Hardware and Software Support and Maintenance Services in Supporting Oracle Financial ERP Systems in accordance with the requirements of the Contract Documents; of which this Section 6.00 - CONTRACT, is a part; and,

WHEREAS, the Contractor has submitted his Bid pursuant to said Contract Documents; which Bid is attached hereto and made a part hereof as Exhibit 1; and,

WHEREAS, the NJMC has authorized the Executive Director of the NJMC to execute this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises hereinafter contained, the NJMC and the Contractor agree as follows:

#### **I. WORK TO BE PERFORMED**

A. The Contractor shall perform all work and provide all services as set forth in the Contract Documents, including the Scope of Work.

#### **II. COORDINATION WITH NJMC**

A. The Contractor, in carrying out this Contract, shall coordinate all work with the Director of Finance & Management of the NJMC, or other designated representative of the NJMC.

B. The details of any provision of this Contract may be modified by a mutually agreed upon written Change Order executed by both parties to this Contract.

#### **III. TIME**

A. The Maintenance and Service Contract shall commence on the date indicated in the Notice to Proceed.

B. The Contractor shall closely monitor work progress and potential delays. Any sources of potential delays shall be brought to the attention of NJMC as expeditiously as possible, with recommendations for elimination or mitigation of the problem(s).

#### IV. WORKING CONDITIONS

- A. By executing this Document, the Contractor agrees that he will make no claims for additional payment, extension of time, or any other concession because of any misrepresentation or misunderstanding of the Contract Documents on his part, or because of any failure to fully acquaint himself with all conditions relating to the Work.

#### V. PAYMENTS TO CONTRACTOR

- A. The Contractor shall submit 12 equal monthly invoices to the NJMC for work done.
- B. Such invoices shall reflect the monthly price for services as set forth in Contractor's Proposal, which is attached hereto as Section 7.01.
- C. If parties agree to additional tasks to be billed at an hourly rate, a detailed invoice shall be provided including work performed, hours worked, and agreed upon rate.
- D. If the NJMC does not agree that the Contractor has satisfied all his obligations under the Contract Documents, the NJMC will return the invoice to the Contractor, indicating its reasons in writing for refusing payment. The Contractor shall make the necessary corrections and resubmit the invoice.
- E. The NJMC shall approve or return the Contractor's invoice for payment within five (5) working days. The NJMC shall issue payment to the Contractor within thirty (30) calendar days of invoice approval.
- F. The Prices and rates, as defined in the Contractor's Proposal, shall be the total compensation paid to the Contractor for performing the Work. All responsibilities, duties and obligations assigned to, or undertaken by the Contractor in the performance of the Work, shall be at his own expense, without change to the Contract Price.

#### VI. INDEMNIFICATION

- A. The Contractor shall indemnify, defend and hold harmless the NJMC, its officers and employees, against any loss, liability, claim or demand (including death and/or property damage); arising out of or resulting from, his performance of this Contract.
- B. The Contractor shall also indemnify, defend and hold harmless the NJMC, its officers and employees, against same from claims or demands of employees, agents, or servants resulting from negligent performance of this Contract.

#### VII. CONTRACTOR'S STATUS AND RESPONSIBILITIES

- A. The Contractor's status shall be that of an independent principal, and not an agent or employee of the NJMC.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the date adjacent to their respective signatures below.

**FOR THE CONTRACTOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Type Name of Contractor)

\_\_\_\_\_  
(Type Name of Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type Name of Signer)

\_\_\_\_\_  
(Type Title of Signer)

**FOR THE NEW JERSEY MEADOWLANDS COMMISSION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Marcia A. Karrow  
Executive Director

\_\_\_\_\_  
(Type Name of Witness)

\_\_\_\_\_  
Date

**END OF SECTION 6.00 - CONTRACT**

## **SECTION 7.00**

### **BID DOCUMENT PACKAGE BID FORMS**

**All forms in this Section are to be completed and included with Proposal, along with all other supporting materials.**

**SECTION 7.01**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**PROPOSAL FORM**

TO: New Jersey Meadowlands Commission (NJMC)

RE: COMPUTER CONSULTING FIRM – SUPPORT & MAINTENANCE CONTRACT  
FOR ORACLE FINANCIAL ERP SYSTEM – CONTRACT FM 11-01

This Proposal will not be accepted after 4:00 PM on May 3, 2011. The Respondent agrees that this Proposal will not be withdrawn for a period of 60 calendar days after the closing time for receipt of Proposals.

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(Print Company Name)

the Respondent submitting this Proposal for computer support and maintenance contract for Oracle Financial ERP System, hereby proposes and agrees to furnish all labor, equipment, materials, tools, and services necessary to perform all the Work for this Contract.

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addenda No.</u>	<u>Date</u>
--------------------	-------------

The following documents are included with this Proposal:

1. Qualifications Narrative
2. Technical Narrative
3. Price Proposal
4. Bid Bond/Security
5. Consent of Surety
6. Disclosure Form
7. Affidavit of Authorization
8. Moral Integrity Affidavit
9. Non-Collusion Affidavit
10. Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (2008) and P.L. 2005, C. 271
11. Corporate Resolution
12. Proof of Valid N.J. Business Registration
13. Set-Off For State Taxes
14. References
15. Malpractice List
16. Any other documentation or information required under this RFP

The Respondent declares that this Proposal Submittal is made without connection to any other person or persons making a submittal for the same work and is, in all respects, fair and without collusion or fraud.

The Respondent understands that the NJMC reserves the right to reject any or all Proposal Submittals, and to waive any informality or technicality in any Proposal Submittal, if it is deemed to be in the best interest of the NJMC to do so.

The undersigned agrees to perform all the Work described in the Contract Documents, provide all labor, equipment and materials necessary for the completion of this Contract, all as specified and shown, complete to a fully acceptable condition for the following Total Contract Price:

**DESCRIPTION**

COMPUTER CONSULTING FIRM SUPPORT AND MAINTENANCE CONTRACT FOR ORACLE FINANCIAL ERP SYSTEM – CONTRACT FM 11-01

**BID AMOUNT**

**YEAR 1**

Total Cost for Tasks 1 through 4 (as detailed in Section 2.00 Scope of Services) \$ \_\_\_\_\_

Dollars & Cents

(Amount in Words)

Hourly Rate for Task 5: \$ \_\_\_\_\_

**OPTIONAL YEAR 2**

IF OPTION IS EXERCISED BY OWNER, cost shall not exceed:

Total Cost for Tasks 1 through 4 (as detailed in Section 2.00 Scope of Services) \$ \_\_\_\_\_

Dollars & Cents

(Amount in Words)

Hourly Rate for Task 5: \$ \_\_\_\_\_

**OPTIONAL YEAR 3**

IF OPTION IS EXERCISED BY OWNER, cost shall not exceed:

Total Cost for Tasks 1 through 4 (as detailed in Section 2.00 Scope of Services) \$ \_\_\_\_\_

Dollars & Cents

(Amount in Words)

Hourly Rate for Task 5: \$ \_\_\_\_\_

**If a Corporation:**

Typed Name of Corporation: \_\_\_\_\_

Typed Business Address: \_\_\_\_\_

Typed Telephone Number: \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_ (if not New Jersey, then Respondent has enclosed authorization to do business in New Jersey)

I am authorized and hereby do sign this Proposal: \_\_\_\_\_

Typed Name of Signer: \_\_\_\_\_

Typed Title of Signer: \_\_\_\_\_

Typed Name of President: \_\_\_\_\_

Typed Name of Secretary: \_\_\_\_\_

Name of Treasurer: \_\_\_\_\_

Dated: \_\_\_\_\_ (Affix Corporate Seal Here)

**If a Partnership, Individual, or Non-Incorporated Organization:**

Typed Name of Company: \_\_\_\_\_

Typed Address: \_\_\_\_\_

Typed Telephone Number: \_\_\_\_\_

I am authorized and hereby do sign this Proposal: \_\_\_\_\_

Typed Name of Signer: \_\_\_\_\_

Typed Title of Signer: \_\_\_\_\_

Dated: \_\_\_\_\_





**SECTION 7.04**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**MORAL INTEGRITY AFFIDAVIT**

STATE OF: \_\_\_\_\_

SS:

COUNTY OF: \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ (Title) of \_\_\_\_\_  
(Company), hereinafter called the Respondent, being first duly sworn; deposes and says that:

1. The Respondent herewith submits the Proposal regarding this Contract to the New Jersey Meadowlands Commission.
2. The Respondent wishes to demonstrate moral integrity to the satisfaction of the New Jersey Meadowlands Commission.
3. As of the date of signing this Affidavit, neither the Respondent, nor any of its owners, officers, or directors are involved in any federal, state, or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (if none, so state): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Neither the Respondent nor any of its owners, officers, or directors have ever committed any violation of a federal, state, or quasi-criminal statute, except as follows (if none, so state): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. The Respondent does not appear on the New Jersey State Treasurer's Debarment List.
6. The State of incorporation of the Respondent is: \_\_\_\_\_.
7. If the answer to question #6 is a State other than New Jersey, that the Respondent has received from the Secretary of the State of New Jersey, a certificate authorizing the corporation to conduct business in New Jersey, and said certificate is attached hereto.



**SECTION 7.05**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

ss:

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

I, \_\_\_\_\_ (Name), of the municipality of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ being  
first duly sworn, depose and say that:

- I am the \_\_\_\_\_ (Title) of the firm \_\_\_\_\_  
the Respondent submitting the Proposal for this Contract.
- I execute the Proposal with the full authority to do so.
- Said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any such in connection with the above named Contract.
- All statements contained in said Proposal and in this affidavit are true and correct, and made with full Knowledge that the NJMC relies upon the truth of the statements contained in the Proposal and this affidavit in awarding this Contract.

I further warrant that no person or selling agency has been employed or 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 commercial or selling agencies maintained by the Respondent.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name of Signer)

Subscribed and sworn  
before me this \_\_\_ day  
of \_\_\_\_\_, 2011

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_

**SECTION 7.06**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**PUBLIC LAW 2005, CHAPTER 51 (FORMERLY E.O. 135) AND E.O. 117 (2008)**  
**AND P.L. 2005, C.271**

The required form and instructions are available on the Purchase Bureau website  
at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

**SECTION 7.07**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**CORPORATE RESOLUTION FORM**

BE IT RESOLVED, By the Board of Directors of \_\_\_\_\_

that the president (\_\_\_\_\_) be and hereby is authorized to make,

execute and deliver a contract FOR: with the New Jersey Meadowlands Commission

and that the Secretary (\_\_\_\_\_)

be and hereby is authorized to attest to the execution of the same and affix the corporate seal thereto.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOARD OF DIRECTORS**

\_\_\_\_\_  
**SECRETARY**

**(SEAL)**

I HEREBY CERTIFY that the foregoing is an exact copy of a Resolution by the BOARD of Directors of

(\_\_\_\_\_) adopted at a (\_\_\_\_\_), meeting held on \_\_\_\_\_ at which quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of

(\_\_\_\_\_)

this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
**SECRETARY**

**(SEAL)**

**SECTION 7.08**

**STATE OF NEW JERSEY**  
**NEW JERSEY MEADOWLANDS COMMISSION**

**NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX FOR CONTRACT**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provisions of the law to the contrary, whenever any taxpayer, partnership or S. corporation under contract to provide goods and services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount of the set off shall not allow for the deduction of 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 of protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable to the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

“I HAVE BEEN ADVISED OF THIS NOTICE”

Company: \_\_\_\_\_

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

Print or Type Name of Signer: \_\_\_\_\_

Print or Type Title of Signer: \_\_\_\_\_

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

**END OF SECTION 7.00**