



State of New Jersey
 DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE AND PROPERTY
 PURCHASE BUREAU
 P.O. Box 230
 TRENTON, NJ 08625-0230

JAMES E. MCGREEVEY
 Governor

JOHN E. McCORMAC, CPA
 State Treasurer

Date: October 30, 2003

TO: All Potential Bidders
RE: RFP #: 04-X-36355
 RFP Title: UIOPS Modernization Project Services

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
11/17/2003	9:00 AM	Mandatory Pre-Bid Conference (Refer to RFP Section 1.3.3 for more information)
12/12/2003	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.4 for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Jennifer Petrino
 Procurement Specialist

E-Mail Address: Jennifer.Petrino@treas.state.nj.us
 Phone: 609-984-0493
 Fax: 609-292-5170

ATTENTION CONTRACTORS

If you are submitting a bid and are not on the Purchase Bureau's Contractor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm/bidders> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the contractor file within a day or so.

If you're already on the Purchase Bureau bid list file and need to change your information, i.e. address change, etc., send a letter on company letterhead signed by a company officer to the Contractor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven -digit contractor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Contractor Control Unit. Their number is (609) 292-8124.



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 04-X-36355

UIOPS Modernization Project Services

TERM CONTRACT #: T-2220

REQUESTING AGENCY: Department of Labor

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 02/02/2004
CONTRACT EXPIRATION DATE: 02/01/09
COOPERATIVE PURCHASING: NO
SET ASIDE: SEE NA

DIRECT QUESTIONS CONCERNING THIS RFP TO:
Jennifer Petrino
PHONE NUMBER: (609) 984-0493
FAX NUMBER (609) 292-5170
E-MAIL ADDRESS: jennifer.petrino@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: Address:

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 12/12/03 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR %. CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: BID BOND ATTACHED:
CERTIFIED OR CASHIERS CHECK ATTACHED: LETTER OF CREDIT ATTACHED:
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE: 11/17/2003 9:00 AM DOL Auditorium John Fltch Plaza Trenton, NJ 08625 SITE INSPECTION: NA

ADDITIONAL REQUIREMENTS

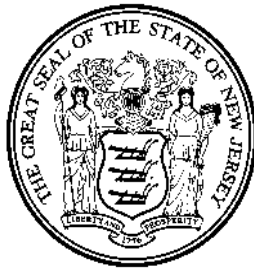
- 9) PERFORMANCE SECURITY: 0 OR 10) PAYMENT RETENTION 10 %
11) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP) 12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
17) CASH DISCOUNT TERMS (SEE RFP) _____%, _____ DAYS: NET _____ DAYS.
18) BIDDER PHONE NO: _____
19) BIDDER FAX NO. _____ 20) BIDDER E-MAIL ADDRESS. _____
21) BIDDER FEDERAL ID NO. _____ 22) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE CONTRACTOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER 24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE 26) DATE



Bid Number: 04-X-36355

REQUEST FOR PROPOSAL FOR:

**PROJECT SERVICES FOR
UIOPS MODERNIZATION
FOR
THE DEPARTMENT OF LABOR**

Date Issued:

Purchasing Agency
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency
State of New Jersey
Department of Labor

Table of Contents

1.0 INFORMATION FOR BIDDERS	7
1.1 PURPOSE AND INTENT	7
1.1.2 PROJECT SUMMARY	7
1.1.3 REQUIRED EXPERIENCE SUMMARY (SEE ALSO SECTION 4.4.3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE).....	7
1.1.4 PROHIBITION FROM BIDDING ON SUBSEQUENT RFPS	7
1.2 BACKGROUND.....	8
1.2.1 UNEMPLOYMENT INSURANCE/ DISABILITY DURING UNEMPLOYMENT OPERATIONS	8
1.2.2 UI MODERNIZATION	8
1.2.3 UI MODERNIZATION GOING FORWARD.....	10
1.3 KEY EVENTS.....	10
1.3.1 QUESTIONS AND INQUIRIES	10
1.3.2 MANDATORY SITE VISIT	11
1.3.3 MANDATORY PRE-BID CONFERENCE	11
1.3.4 SUBMISSION OF BID PROPOSAL.....	12
1.3.5 DOCUMENT WEB SITE	12
1.4 ADDITIONAL INFORMATION.....	13
1.4.1 REVISIONS TO THIS RFP	13
1.4.2 ADDENDUM AS A PART OF THIS RFP	13
1.4.3 ISSUING OFFICE	13
1.4.4 BIDDER RESPONSIBILITY	13
1.4.5 COST LIABILITY.....	13
1.4.6 CONTENTS OF BID PROPOSAL.....	13
1.4.7 PRICE ALTERATION.....	14
1.4.8 JOINT VENTURE.....	14
2.0 DEFINITIONS	14
2.1 STANDARD DEFINITIONS.....	14
2.2 CONTRACT SPECIFIC DEFINITIONS	15
3.0 SCOPE OF WORK	16
3.1 PROJECT START UP.....	17
3.1.1 START UP TASK 1: KICK OFF MEETING.....	17
3.1.3 START UP TASK 3: SET UP DOCUMENTATION REPOSITORY/PROJECT FILES.....	17
3.1.4 START UP TASK 4: PROJECT PLAN.....	17
3.2 NJ SUCCESS DDI PROJECT RFP	18
3.2.1 DDI PROJECT RFP TASK 1: USE CASES	19
3.2.2 DDI PROJECT RFP TASK 2: RFP DEVELOPMENT	19
3.2.3 DDI PROJECT RFP TASK 3: FINALIZE DDI PROJECT RFP.....	20
3.2.3.2 PRESENT DDI PROJECT RFP TO THE STATE PROJECT TEAM	20
3.3 DDI PROJECT RFP TASK 4: PROCUREMENT ASSISTANCE: NJ SUCCESS RFP EVALUATION	20
3.4. PROJECT OVERSIGHT SERVICES	21
3.4.1 STATE PROJECT STAFFING	22
3.4.2 PROJECT MANAGEMENT METHODOLOGY	23
3.4.3 PROJECT MANAGEMENT TASKS AND DELIVERABLES	24
3.5 VALIDATION, VERIFICATION AND TESTING.....	31
3.5.1 OVERVIEW OF VALIDATION, VERIFICATION AND TESTING SERVICES AND DELIVERABLES	31
3.5.2 VVT TASKS AND DELIVERABLES.....	32
3.5.3 DDI PARALLEL TASKS.....	41
3.6 GENERAL PROJECT OPERATING PROTOCOLS.....	47
3.6.1 CONTRACTOR PROJECT ADMINISTRATORS.....	47
3.6.2 PRESENTATION OF PROJECT DELIVERABLES	48
3.6.3 STATE REVIEW AND APPROVAL OR REJECTION OF DELIVERABLES.....	48
3.6.4 CONTRACTOR PROJECT MANAGEMENT REPORTING (PRICE LINE 1)	48
3.6.5 PROJECT STATUS REPORTS (PRICE LINE 1)	48
4.0 PROPOSAL PREPARATION AND SUBMISSION	49
4.1 GENERAL	49

4.2 PROPOSAL DELIVERY AND IDENTIFICATION.....	49
4.3 NUMBER OF BID PROPOSAL COPIES	49
4.4 PROPOSAL CONTENT	49
4.4.1 SECTION 1 – FORMS	50
4.4.2 SECTION 2 - TECHNICAL PROPOSAL.....	51
4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE	52
4.4.4 SECTION 4 - COST PROPOSAL	54
5.0 CONTRACTUAL TERMS AND CONDITIONS	54
5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS.....	54
5.2 PERFORMANCE BOND	55
5.3 BUSINESS REGISTRATION	55
5.4 CONTRACT TERM AND EXTENSION OPTION	55
5.5 CONTRACT TRANSITION.....	55
5.6 AVAILABILITY OF FUNDS	55
5.7 CONTRACT AMENDMENT	55
5.8 CONTRACTOR RESPONSIBILITIES	55
5.9 SUBSTITUTION OF STAFF	56
5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S).....	56
5.11 OWNERSHIP OF MATERIAL	56
5.12 DATA CONFIDENTIALITY	57
5.13 NEWS RELEASES.....	57
5.14 ADVERTISING	57
5.15 LICENSES AND PERMITS	57
5.16 CLAIMS AND REMEDIES.....	57
5.16.1 CLAIMS.....	57
5.16.2 REMEDIES	57
5.16.3 REMEDIES FOR NON-PERFORMANCE.....	57
5.17 LATE DELIVERY	58
5.18 RETAINAGE.....	58
5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK	58
5.20 SUSPENSION OF WORK.....	58
5.21 CHANGE IN LAW.....	58
5.22 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	58
5.23 FORM OF COMPENSATION AND PAYMENT.....	59
5.24 OPTIONAL DELIVERABLES	59
6.0 PROPOSAL EVALUATION/CONTRACT AWARD	60
6.1 PROPOSAL EVALUATION COMMITTEE	60
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	60
6.3 EVALUATION CRITERIA.....	60
6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP	60
6.3.2 THE BIDDER'S COST PROPOSAL	61
6.4 CONTRACT AWARD	61
7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES	61

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Labor.

The purpose of this RFP is to solicit bid proposals from qualified management consulting firms to provide project services including RFP development and evaluation, quality assurance and ongoing project support.

The intent of this RFP is to award contracts to that responsible bidder whose bid, conforming to this invitation for bids, is most advantageous to the State, price and other factors considered.

1.1.2 Project Summary

The State of New Jersey, Department of Labor (NJDOL) intends to award a contract to a contractor to provide project services in partnership with NJDOL to carry out an Unemployment Insurance (UI) Operations Modernization project which follows the State's Strategic Plan over the course of a five-year period. The success of this project will result in the delivery of a new system to support the administration and delivery of unemployment insurance benefits: NJ SUCCESS (State Unemployment Compensation Claimant and Employer Service System). This project will revolutionize the business and technical systems that currently are utilized to deliver benefits and services.

To ensure the success of this major development project, NJDOL will retain a Project Services Contractor (PS Contractor) to assist with oversight of system implementation, including independent reviews of project schedules, resources, costs, risks and key deliverables. The project services that NJDOL will require are:

- RFP Development and consulting services for contracting with an NJ SUCCESS Design, Development & Implementation (DDI) Contractor
-
- Consulting services during the NJ SUCCESS procurement process, including assistance in developing evaluation criteria and assistance in evaluation of contractor responses to the NJ SUCCESS RFP
-
- Project oversight services including consultative services to the Program Management Office and assistance in oversight of the DDI contractor for NJ SUCCESS; assistance in oversight of internal business and technical projects; assistance in guidance in change management throughout the project lifecycle; Quality Assurance-Independent Validation, Verification and Testing Services (QA and VVT services)

1.1.3 Required Experience Summary (See also Section 4.4.3:Organizational Support and Experience)

Firms responding to this RFP must document their knowledge and experience in:

- Successful preparation of RFPs for the implementation of integrated applications, and large scale hardware and software solutions to meet information-processing needs;
- Experience with business and information technology processes which are similar in size and complexity to the NJ DOL's UI operation;
- Performance of Quality Assurance functions with respect to large scale, automated systems implementations; and
- Experience with Program Management Offices.

1.1.4 Prohibition from Bidding on Subsequent RFPs

The contractor selected as a result of this procurement is prohibited from submitting a bid proposal in response to the subsequent DDI Project RFP. The contractor selected as a result of this procurement is also prohibited from being a subcontractor or rendering any assistance to a firm or individual that submits a bid proposal in response to the DDI Project RFP related to this project.

1.2 Background

1.2.1 Unemployment Insurance/ Disability During Unemployment Operations

The State of New Jersey Department of Labor's Unemployment Insurance (UI) and Disability During Unemployment (DDU) Operations process a large volume of claims and claims related activities. Specific information for a recent 12-month period is listed below. Additionally, the projected workload estimates for the period beginning October 2003 and ending September 2004 are being provided. At this point in time UI activities are predominantly handled by phone (70-80%) and UI web activity represents about 4-7%. The DDU activity is handled by US Postal mail.

Unemployment Insurance Claims Activity						
Period	Claims Processed	Dollars Paid	Weeks Claimed	Non-Monetary Determinations	Appeals Filed	Phone Calls Received
8/1/02-7/31/03	609,123	\$2,917,727,455	9,240,308	186,240	41,399	1,722,044
10/1/03-09/30/04 (projections)*	574,400	\$2,179,300,000	6,619,600	169,500	35,710	2,000,000
*These projections are for regular UI and do not include projections for temporary emergency unemployment compensation benefits						

DDU Insurance Activity		
Period	Claims Processed	Dollars Paid
8/1/02 - 7/31/03	12,942	\$24,672,253

For purposes of cost estimates NJDOL anticipates a 30% increase in claims volume over the 2002-03 figures provided above. Additionally, there is an assumption that peak volumes will be 200% of 2002-03 volumes.

System Environment

The current primary system used for claims receipt and claims processing is a Legacy Mainframe system. This system is supplemented by a 5-year-old front-end claims receipt, PC based, Graphical User Interface (GUI) application written in Visual Basic and C ++ with an Oracle Database. Additionally there are 2 web based applications (Internet Claims and Continued Claims Certification) that interface with both the legacy and GUI systems. There are in excess of 6,000 authorized users of these systems. Based on security and predefined authorization levels, of the 6,000 users, some can simply query the database for information while others perform more complex transactional based processes.

1.2.2 UI Modernization

The New Jersey Department of Labor is seeking to improve the delivery of unemployment insurance (UI) benefit services. In order to do so, it is necessary to reengineer the Division of UI business processes as well as to modernize and integrate the systems that support these processes. Reengineering the Division of UI business processes is seen as a prerequisite to addressing overall systems needs in order to avoid simply automating or improving the automation of current UI business processes without considering that there may be better ways of doing business.

The current mainframe unemployment insurance benefit processing system and database, LOOPS (Local Office Online Payment System), dates back to the 1970s. Although it has been extensively altered since that time, LOOPS and the systems that interface with it no longer provide the functionality required to deliver

services in the most effective manner possible. In addition, the expectation that government agencies will use modern information technology to deliver services is increasing because of the public's exposure to such modern technologies in other areas of their lives.

In June 2002, an RFP was issued seeking contractor services to develop a conceptual business process redesign to deliver, report and monitor unemployment insurance benefit services to claimants and employers and to develop a conceptual information systems architecture to support that business process design. The proposed conceptual business design and technical architecture were required to support the agency's objectives to increase the responsiveness, accuracy, and timeliness of services; further reduce the burden of labor-intensive paper handling; remove business-hours-only barriers to customer service; enable electronic exchanges of data with claimants and employers; and promote "seamless" data sharing among NJDOL organizational units, and across agencies. The contractor produced a strategic master deployment plan to achieve the objectives delineated in the business and technical conceptual designs.

The strategic master deployment plan was mandated to provide a concerted multi-year initiative designed to show progressive improvements in modernizing operations through an across-the-board updating and integration of information systems. This new modernized, integrated system will be referred to as NJ SUCCESS (New Jersey State Unemployment Compensation Claimant & Employer Service System).

In response to the RFP issued in June 2002, in October 2002, a contract was awarded for consulting services to produce the deliverables delineated in the RFP.

As deliverables from this contract, the Department of Labor received a Baseline Description Document, a Business Process Conceptual Design Document, an Interfaces Document, a Technical Architecture Document, an Executive Summary Document and a Strategic Plan Document. These documents are available at: <http://www.state.nj.us/labor/UImod/UImod.html>.

The Baseline Description Document details the current business practices in each business function in the Division of Unemployment Insurance, with particular attention to the automation tools and how they are now used, including all system interfaces.

The Business Process Conceptual Design provides a detailed description of the reengineered UI processes and a high level description of NJDOL's consensus reengineered UI processes and a high-level description of some of the technology enablers. It includes the vision for the project as well as detailing many of NJDOL's principles.

The Interfaces Document describes current and proposed data interfaces.

The Technical Architecture Document details the conceptual description of the principal components of the envisioned environment and recommendations for generic hardware and software at a platform level.

The Executive Summary Document provides a high-level roll-up of the Baseline Description Document, the Business Process Conceptual Design Document, the Interfaces Document and the Technical Architecture Document.

The Strategic Plan Document provides a detailed multi-year strategic implementation plan including priorities, phases and options to guide the Division of Unemployment Insurance in achieving UI Modernization. This document also includes a listing of discrete projects in a sequence over time such that each project provides progressive improvements not dependent on a subsequent project. The PS Contractor shall conduct a review and analysis of each of the discrete projects that are currently underway. As part of the review, the contractor shall identify the additional requirements needed and ensure that these requirements are included within the requirements of the NJ SUCCESS RFP.

Through the initial planning phase of UI Modernization, NJDOL has taken the necessary steps to create a solid foundation for ensuring the overall success of the UI Modernization effort, including:

- The development of a unified vision for UI Modernization
- The development of objectives needed to accomplish the achievement of the vision
- The development of measurements to gauge the accomplishment of the objectives
- The development of process and technical principles

- Consensus on the shortcomings of the current processes, practices and technologies
- Consensus on the new business processes, practices and technologies needed to accomplish the objectives
- An integrated strategic plan for “next phase” activities that include:
 - Program and project descriptions
 - Priorities, sequences, dependencies
 - Timelines
 - Risks and constraints
 - Building the momentum for change - change management communications and cultural change activities (these are already underway)

1.2.3 UI Modernization Going Forward

In addition to the NJ SUCCESS RFP, NJDOL in conjunction with the State of NJ’s Office of Information Technology (OIT), will be implementing several foundational technical projects. The Division of Unemployment Insurance will also undertake a number of related projects to change the culture, organizational and business process design. The project services NJDOL is seeking will require the contractor to assist the State’s Program Management Office in overseeing all of these work streams.

The UI Modernization Project will include redesign and reengineering of all unemployment insurance business processes and technical systems. The goal of this redesign/modernization project is to redefine the unemployment insurance business model to support the needs of NJDOL's customers in today's environment, while anticipating future growth and change. As a business/organization NJDOL wants to eliminate unnecessary business processes and develop a new customer-driven program that is better and simpler. The new business model must also result in greater staff efficiencies that will ameliorate funding shortfalls. The new business model will create a new service delivery strategy, whereby the customer (be it an applicant or employer) can manage their own account which would encompass all aspects of the UI benefit experience: benefits, charges to accounts, appeals and overpayment activity. NJDOL's goal is to change procedures and introduce new technologies and organizational practices to better serve the needs of NJDOL's customers. NJDOL realizes that a customer who enters the system/program in one area may also use services in another area. Currently there is no way to track or provide service/information to a customer across the UI program. One of the major goals of this project is to provide a consistent and trouble-free experience for the customer. The new UI system must require less effort from its users but enable increased service for its customers, so as to unite functions and information systems in order to achieve operational efficiencies, cost reductions and substantial improvement in customer service. This will be accomplished by creating innovative and streamlined work processes using knowledge management rather than task management as the design core. This organizational design, coupled with support from advanced technology, will generate improvements in both productivity and performance.

It is envisioned that customers, regardless of their service objectives, will be able to obtain satisfaction at the first point of contact. Cycle-time will be significantly reduced as customer’s needs are addressed and resolved quickly. Paper processing will be reduced, as service delivery functions are transitioned from paper to other media. Staff will become knowledge workers permitting them to apply their expertise in analysis, decision-making, and synthesizing and communicating information.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be, e-mailed, faxed or mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Jennifer Petrino
 State of New Jersey
 Division of Purchase and Property

Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E-Mail: jennifer.petrino@treas.state.nj.us
Phone Number: (609) 984-0493
Fax Number: (609) 292-5170

1.3.1.1 Cut-Off Date for Questions and Inquiries

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 Question Protocol

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. The writer should directly tie written questions to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, by e-mail or letter, or by telephone, concerning this RFP.

1.3.2 Mandatory Site Visit

Not applicable to this procurement.

1.3.3 Mandatory Pre-Bid Conference

The date, time and location of the mandatory pre-bid conference is:

Date:	November 17, 2003
Time:	9:00 AM
Location:	DEPARTMENT OF LABOR AUDITORIUM 13th Floor JOHN FITCH PLAZA TRENTON, NJ 08625-0230

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and uploaded to the internet as a written addendum to the RFP. Answers to deferred questions will also be uploaded to the internet as a written addendum to this RFP.

1.3.4 Submission of Bid Proposal

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE:	December 12, 2003
TIME:	2:00 PM
LOCATION:	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230

1.3.5 Document Web Site

Relevant documents may be reviewed at the following website:

<http://www.state.nj.us/labor/UImod/UImod.html>

Included on the website are:

- Organizational Charts
 - Unemployment Insurance Division Organizational Chart
 - Program Management Office (PMO) Chart
- State IT Policies and Guidelines
<http://www.state.nj.us/it/policies.html>

IT Policies

[J2EE Application Deployment Policy and Procedures](#)
[Computer \(Cyber\) Incident Reporting](#)
[State of New Jersey Online Privacy Policy](#)
[State of New Jersey Online Disclaimer Policy](#)
[Acceptable Use of the Internet for NJ State Agency Employees & Other Users](#)
[Internet Access Policy for State Agencies](#)
[Internet Proxy and Cache Policy](#)
[Email/Messaging Policy](#) [PDF]
[Accessibility Statement](#)

Standards

[State of New Jersey Shared IT Architecture](#) [PDF 1m]
[Personal Naming Standard for E-Mail Addresses](#)
[Web Site Standards and Guidelines](#)

- UI MODERNIZATION DOCUMENTS
 - Executive Summary
 - Baseline Description
 - Conceptual Design
 - Technical Architecture

- Interface Document
- Strategic Plan
- LOGICAL DATA MODEL
 - Statewide Logical Data Model Report
<http://www.state.nj.us/treasury/purchase/bid/attachments/35979-a2ldmd.pdf>
 - Statewide Logical Data Model Narrative
<http://www.state.nj.us/treasury/purchase/bid/attachments/35979-a2ldmnarr.pdf>
- LABOR IT STANDARDS

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

Any RFP addendum will be available by selecting the bid number on the Bidding Opportunities Web Page: <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

All interested bidders are therefore encouraged to check the bid website for addenda on a daily basis from time of issuance through the bid opening.

1.4.2 Addendum as a Part of this RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

1.4.6 Contents of Bid Proposal

The entire contents of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

1.4.7 Price Alteration

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

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

2.1 Standard Definitions

Addendum: Written clarification or revision to this RFP issued by the Purchase Bureau.

All Inclusive Hourly Rate: A rate including all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in the rate. It shall include normal work breaks but shall not include meals. No additional fees or costs shall be paid by the State unless there is a change in the scope of work entailing additional all-inclusive hourly rate hours.

Amendment: A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder: An individual or business entity submitting a bid proposal in response to this RFP.

Contract: This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor: The contractor is the bidder awarded a contract.

Contractor Project Administrators: The individual designated by the PS Contractor to assume project responsibility for VV&T Services. A second individual who will be designated as Contractor Project Administrator for all other project services requested in this RFP.

Director: Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division: The Division of Purchase and Property.

Evaluation Committee: A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

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

May: Denotes that which is permissible, not mandatory.

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

Request for Proposal (RFP): This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should: Denotes that which is recommended, not mandatory.

State Contract Manager: The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

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

State: State of New Jersey.

Task: A discrete unit of work to be performed.

Using Agency or Agency: The entity for which the Division has issued this RFP and will enter into a contract.

2.2 Contract Specific Definitions

Core Processes: The processes central to providing effective and efficient delivery of services. The eight core processes are:

- **Triage and Inquiry:** The process by which clients can immediately access the Division of UI via local no-cost phone numbers, the web, or a one-stop triage representative. Those contacts will route customers quickly and efficiently to the services they need, whether those services are to be provided by the Division of UI or one of its partners, route customers with more complex inquiries or needs to a customer service representative, and allow customers to get answers to straight-forward questions on their own, quickly.
- **Intake and Adjudication:** This term refers to the process of filing an application for unemployment insurance benefits, or Disability during Unemployment benefits and the process of determining the claimant's eligibility and the employer's financial liability for the benefits paid.
- **Continued Claims:** The process through which claimants certify eligibility for benefit payment. Claimants currently certify on a bi-weekly basis.
- **Preventing Overpayments:** The process of verifying a claimant's identity and eligibility for unemployment insurance benefits at the beginning of the claims filing process.
- **Appeals:** The process through which unemployment insurance claimants or their employers formally protest a determination of eligibility or ineligibility.
- **Policy and Procedures:** The process of developing, communicating and monitoring compliance with policies and procedures designed to create the equitable, efficient and effective provision of unemployment insurance benefits to the eligible population.
- **Financial Processes:** The process of ensuring responsible fiscal management in relation to the NJ SUCCESS project.
- **Internal and External Controls:** Internal controls are management functions designed to safeguard assets and provide an audit trail of all claims processing. External controls are those interfaces in which one process step is conducted by one agency and further process steps are required of and conducted by a partner agency.

Design, Development and Implementation (DDI) Contractor: The vendor retained pursuant to a future RFP to perform the design, development and implementation services for NJ SUCCESS.

DDU: A special State of New Jersey-funded program providing disability benefits to the claimant who becomes disabled while unemployed.

Division of Information Technology (DIT): The centralized information technology support organization in the NJ Department of Labor.

Foundational Projects Work Stream: The Foundational Projects Work Stream consists of IT development projects, separate from the core NJ SUCCESS system, which are planned to be delivered by State teams. As currently planned, State staff will develop and implement key priority foundational projects *before* the construction of the NJ SUCCESS system by the DDI Contractor.

NJDOL: The New Jersey Department of Labor is the State department charged with administering unemployment insurance and related benefit programs.

Office of Information Technology (OIT): The State of New Jersey centralized information technology support organization located in the Department of Treasury.

Program Management Office (PMO): State staff dedicated to the oversight of every aspect of the Unemployment Insurance Operations Modernization effort (refer to section 3.4).

Program Sponsor: The entity with the overall responsibility for realizing the benefits of the program within the specified budget, authorizes minor scope changes and integrates with other programs and key stakeholders.

Project Services (PS) Contractor: The vendor selected pursuant to this RFP to provide project services related to the selection and utilization of a DDI Contractor.

State IT Business Preparation Work Stream: This term refers to the set of activities designed to ensure that the State has the skills, organization and capacity to partner with the DDI Contractor and to take over the system when it is in production. These projects will run over the lifetime of the UI Modernization program

State Project Team: A team comprised of 10 full-time state employees dedicated to enforcing a structured life cycle for all of the projects, and a structured Quality Assurance lifecycle for the program.

Statewide Logical Data Model: A model designed to ensure that data can be easily shared between State entities. All future IT projects implemented at DOL must use this model.

Steering Committee: A committee consisting of project sponsor, senior departmental executives and select project team members. This committee provides advice on departmental policy/issues and fit of solution, approves deliverables and vendor payments, resolves issues that cannot be resolved through prior escalation processes, authorizes major scope changes that impact on realization of benefits, provides a Quality Assurance function and provides guidance to the program.

UI: Unemployment Insurance. A program established under Federal and State law to provide benefits to eligible workers who become unemployed. The Division of Unemployment Insurance in the Department of Labor administers this program.

UI Business Change Work Stream: The activities designed to implement culture, organization and customer service improvements. Some projects will be independent of the IT development work streams; others focus on capitalizing on IT improvements. These projects will run over the lifetime of the UI Modernization program.

Use Case: A series of examples of scenarios performed by the system that produce outcomes required by a variety of users.

3.0 SCOPE OF WORK

The scope of work of this project consists of four Project Services (PS) components:

- Project Start Up Services
- NJ SUCCESS DDI RFP Development Services
- Project Management Services
- Verification Validation and Testing (VVT) Services

The Contractor Project Administrator for the VVT Services must be a different individual from the Contractor Project Administrator for the other services. Team members for these two aspects of this project may overlap if it is operationally justified and approved by the State Contract Manager.

3.1 Project Start Up

In the Project Start-Up Phase, the PS Contractor will perform project management functions, including the finalization of a project work plan and deliverable schedule, establishment of electronic documentation repository/project files and a complete review of present relevant documentation.

3.1.1 Start Up Task 1: Kick Off Meeting

Within two weeks of contract award, the designated Contractor Project Administrator and key team members shall meet with the State project team to present an overview of the project plan and other pertinent information. At this meeting, in accordance with the PS Contractor's approved proposal, the PS Contractor shall review the project plan, the standards for the project, and the manner in which project activities will be executed. The plan must include schedules and deliverable due dates as well as quality assurance and change control procedures. After the briefing has occurred, the PS Contractor shall prepare a memorandum that documents that the meeting took place and summarizes the results.

PS Contractor Deliverable

- Memorandum Documenting the Outcomes of the Kick Off Meeting (Price Line 1: Recurring Tasks; A list of the tasks included in price line 1 follows the pricing sheet.)

3.1.2 Start Up Task 2: Plan, Supervise, Coordinate Project (Price Line 1)

The Contractor Project Administrator must, on an ongoing basis, perform project planning activities, prepare a project work plan and schedule, develop change control procedures, and establish a mechanism for problem and issue reporting and resolution. The Contractor Project Administrator shall submit this material to the State Contract Manager for review in the Project Plan. The State reserves the right to request modifications, to approve, to approve conditionally, or to disapprove the plan and schedule as well as any subsequent plan and schedule modifications.

3.1.3 Start Up Task 3: Set Up Documentation Repository/Project Files

The PS Contractor shall establish and maintain a documentation repository including appropriate project files for the project. The repository should include a definitive policy concerning what is retained electronically and what must be retained in hard copy. The documentation repository must be housed at the State work site. The documentation repository serves as the primary access point for completed tangible results for each task and must be immediately accessible to State management and project team members. The documentation repository must be logically organized so that each section contains the completed, approved, tangible results for a task. Project files must be established to hold administrative information regarding budget, schedule, and project progress as well as any other correspondence, reports or project-related information. The PS Contractor shall ensure that the documentation repository is immediately accessible to the State Contract Manager or a designee. The repository and all of its contents are the property of the State.

PS Contractor Deliverable

- State Contract Manager approved plan and specifications for the facility to be used for the Documentation Repository (Price Line 2).

3.1.4 Start Up Task 4: Project Plan

Each bidder, as part of its proposal, must submit an Interim Draft Project Plan that outlines how the bidder proposes to deal with all aspects of this project. This interim work plan encompassing all aspects of this project including among other items, a timeline/schedule, deliverables and staffing, will serve as the basis of the plan to be used throughout the project. This Interim Draft Project Plan must be updated and submitted in

electronic and hard copy format to the State Contract Manager for approval within 21 business days of the kick off meeting. This update shall include the final details of the RFP development and evaluation process (see sections 3.2 and 3.3 below) along with a specific interim plan for the remaining components of the project plan. The PS Contractor must use a standard project management tool (e.g. Microsoft Project) for the work plan and must use the same tool throughout the life of the project for updates to, and maintenance of, the work plan. The Contractor Project Administrator shall submit this material to the State Contract Manager for review. The State reserves the right to request modifications, to approve, to approve conditionally, or to disapprove that plan and schedule. This plan must be updated in accordance with changes over the lifecycle of the project.

The project work plan must meet the following general requirements:

- It must be formally updated in conjunction with the biweekly and monthly reporting requirements throughout the project.
- Notwithstanding the periodic updating of the plans, the written work plan must be updated by the PS Contractor at least ten business days before the start of each major task (except the project management and project initiation tasks).
- It must allow adequate time for the State to review, comment and approve deliverables, revisions or corrections submitted by the PS Contractor. PS Contractors must allow a minimum of ten (10) business days for review by the State staff for deliverables.
- It must include:
 - Notations of any problem encountered and its current disposition
 - Resolutions and results of any previously identified issues
 - Whether deadlines were met
 - Any problems that need to be addressed before proceeding to the next task
 - Anticipated tasks to be completed in the next week
 - A complete set of updated and current output from the project management tool, including an updated GANTT chart, along with an electronic copy of the corresponding project work plan files
 - A description of the overall completion status of the project in terms of the approved project work plan
 - The plans for activities scheduled for the next month
 - The deliverable status with percentage of completion and time ahead or behind schedule for particular tasks
 - Identification of PS Contractor employees assigned to specific activities
 - Problems encountered, proposed resolutions and actual resolutions
 - A risk analysis of actual and perceived problems
 - Proposed changes to the project work plan, if any
 - Project resources assigned to each task

Deliverables presented to the State are expected to be prepared in Microsoft Word for text files, Microsoft Excel for spreadsheets, etc., and Microsoft Project for project plans/schedules. DOL currently utilizes Office XP and Project 2000 versions of the Microsoft suite of office automation software. If the bidder prefers a different set of tools, it must present a rationale for the use of the alternative and must submit all deliverables in a format compatible with the current DOL software versions.

PS Contractor Deliverables

- Draft Project Plan, inclusive of scheduling and staffing (Price Line 3)
- Final Project Plan, inclusive of scheduling and staffing (Price Line 4)
- Project Plan Updates, inclusive of scheduling and staffing (Price Line 1)

3.2 NJ SUCCESS DDI Project RFP

In this task the PS Contractor will develop an RFP to contract vendor services to design, develop and implement NJDOL's new UI System, NJ SUCCESS. The PS Contractor's RFP must be clear and understandable to the State and bidding community and it must address all State standards and requirements for UI Modernization. Examples of these standards and requirements can be found at <http://www.state.nj.us/labor/UImod/UImod.html> which includes the Planning Project's

Business Process Conceptual Design Document, Technical Architecture Document, Interfaces Document and Strategic Plan Document.

The development of the RFP requires that the PS Contractor work with all necessary State agencies to synthesize information relevant to the successful development of the RFP. At minimum these agencies include DOL's Division of Information Technology, OIT, and the Purchase Bureau.

The bidder shall provide samples of RFPs of similar size and scope that it has prepared, along with a narrative explanation of the project referenced in the proposal under the appropriate section.

At a minimum, the scope of work for this RFP shall include requirements for hardware and software, network infrastructure, design, development, conversion, testing, integration, implementation, post systems support, training, maintenance and disaster recovery for NJ SUCCESS.

3.2.1 DDI Project RFP Task 1: Use Cases

NJDOL has initiated the process of developing Use Cases that will accompany the NJ SUCCESS RFP. The PS Contractor shall review the Use Cases and recommend whether additional cases need to be developed. Additionally, the PS Contractor will conduct a minimum of eight (8) workshops with State staff to validate the Use Cases and identify any additional requirements that will be required to develop the RFP. The 8 two-day workshops will be conducted to cover both Business and System Use Cases. The workshops will cover the eight (8) core processes that enable effective and efficient delivery of benefits. The core processes are:

- Triage and Inquiry
- Intake and Adjudication
- Continued Claims
- Preventing Overpayments
- Appeals
- Policy and Procedures
- Financial Processes
- Internal and External Controls

The PS Contractor will provide the State Contract Manager with a written report within four (4) business days of completion of the workshops. The report will contain an analysis of additional cases the PS Contractor recommends to be developed along with recommended modifications to the prepared cases to be included in the RFP. The analysis will include detailed information on new cases and will include detailed corrective information on those cases that need modification. The State Contract Manager will review and approve the PS Contractor's recommendations. The PS Contractor will be required to facilitate the development and/or correction of any Use Cases which originate from the workshops and/or validation of the Use Cases.

PS Contractor Deliverables

- Minimum of eight (8) two-day workshops for five to ten people each (Price Line 5)
- Use Case Evaluation Report and Plan including recommended enhancements to use cases (Price Line 6)
- Use Case Modifications as approved by the State Contract Manager (Price Line 7)
- Additional Use Cases as approved by the State Contract Manager (Price Line 8)

3.2.2 DDI Project RFP Task 2: RFP Development

The PS Contractor shall prepare an RFP Document that complies with existing State laws and procedures. At minimum it shall consist of:

Overview and Background: The PS Contractor shall collect and present in a useful manner all background information needed to provide bidders with the context and purpose of NJ SUCCESS.

Scope of Work: The PS Contractor shall include all details such as tasks/subtasks and deliverables to assure accountability in the performance of the contract.

Proposal Preparation and Submission: The PS Contractor shall delineate the requirements for submission including those items required by the State of New Jersey and all information needed to effectively evaluate the bidders' ability to perform the work successfully.

Price Sheets and Supporting Detail: The PS Contractor shall detail a pricing structure that is acceptable to potential bidders and the State while allowing project management to maintain accountability. The supporting detail requested shall enable the bid evaluators to understand the level of effort, quality and quantity of resources required and cost components of the bid.

Bid Evaluation and Award: The PS Contractor shall recommend the criteria and processes to be used in evaluating and awarding the contract, including whether best value analysis is desirable.

Supporting Materials: The PS Contractor shall identify all relevant supporting materials and identify a method of making them accessible to all interested bidders.

Standard State Language and Forms: The PS Contractor will include in the RFP Document all items required by the State.

PS Contractor Deliverable

- Draft DDI Project RFP: The PS Contractor shall submit to the State Contract Manager a complete draft RFP within two months of the Kickoff Meeting. (Price Line 9)

3.2.3 DDI Project RFP Task 3: Finalize DDI Project RFP

3.2.3.1 Conduct Meetings with the State Project Team

The PS Contractor shall conduct meetings with the State project team as required and document the State's findings regarding the accuracy, completeness and functionality of the material developed by the PS Contractor project team. Based on the State's comments and suggestions, the PS Contractor shall summarize those findings and prepare a comprehensive report to the State project team.

At this point the PS Contractor and the State project team shall determine if additional validation steps are required. Such additional steps would include uploading the draft to the Purchase Bureau web site for comment by vendors or any other step the PS Contractor and the State project team deem necessary or desirable. All validation steps (review by the State as well as any other steps identified to assure the validity of the RFP such as providing an opportunity for vendors to comment on the draft) must be completed within two weeks of submission of the Draft DDI RFP

PS Contractor Deliverable

- Final DDI Project Request for Proposal (RFP): The PS Contractor shall prepare a final DDI Project Request for Proposal (RFP) to solicit the services of a contractor for the design, development and implementation of the revised technical approach to deliver NJ SUCCESS. The Final DDI RFP must be submitted within four weeks of the submission of the Draft DDI RFP. (Price Line 10)

3.2.3.2 Present DDI Project RFP to the State Steering Committee

The PS Contractor shall prepare an agenda and schedule a meeting or series of meetings with the State Steering Committee to present the final DDI Project Request for Proposal. If questions are raised regarding the document, the PS Contractor shall resolve those issues. The PS Contractor shall be prepared to authorize the time and resources necessary to make revisions to the document as part of the required scope of work. Following the meeting, the PS Contractor shall review the minutes and extract all changes that are necessary to the document. The PS Contractor shall modify the documentation and distribute the changes to the State Contract Manager. The PS Contractor must obtain written acceptance of the DDI Project Request for Proposal from the State Contract Manager. The PS Contractor must include the review/rework time period within its work plan. The State will require approximately two months to review the RFP and agree to its contents. This two-month review period includes one month for review by NJ DOL and one month for review by the Office of Information Technology and the Purchase Bureau.

3.3 DDI Project RFP Task 4: Procurement Assistance: NJ SUCCESS RFP Evaluation

The PS Contractor shall provide technical assistance and direction to the State project team in the development of evaluation measures and processes which comply with State Laws and procedures and enable the State project team to objectively select the DDI Contractor for NJ SUCCESS in an efficient and timely manner.

The PS Contractor shall develop evaluation strategy and criteria inclusive of the following factors:

- Functional and Business Requirements: Evaluate DDI bidders' approaches to meeting functional and programmatic requirements of the DDI RFP
- Technical: Evaluate DDI bidders' approaches to meeting the technical requirements
- Project Management: Evaluate the DDI bidders' approaches to meeting the project management requirements of the RFP
- Experience: Evaluate the DDI bidders' experience in successfully completing projects of similar size and scope as required by the DDI RFP
- Staff Credentials: Ensure that bidders propose and present experienced, skilled staff in sufficient numbers to complete the project
- Financial: Evaluate the bidders' size, organizational resources and financial strength to determine the bidders' overall ability to undertake and successfully complete the project
- Refine evaluation strategy and criteria into an evaluation framework
- Develop tools and processes for the Evaluation Team to use during the proposal evaluation process

PS Contractor Deliverable

- Evaluation Strategy/Plan Document inclusive of criteria, procedures and tools (Price Line 11)

3.4. Project Oversight Services

The UI Modernization Project will consist of four work streams: Foundational Projects, Procure and Build NJ SUCCESS, UI Organizational and Cultural Change projects, and State IT Business Preparation. Each work stream consists of multiple projects, many running in parallel (refer to the <http://www.state.nj.us/labor/UImod/UImod.html>). In order to manage the multiple aspects of this project, NJDOL has established a Program Management Office (PMO) for the lifecycle of this project. The PMO will:

- Manage every aspect of UI Modernization
- Be the key to assuring successful delivery by:
 - Providing the Program Sponsor and Steering Committee with a holistic view of projects being undertaken
 - Delivering and controlling all projects within the Program in a consistent and structured, controlled manner with clear sign off at each stage
 - Making the best use of limited resources
 - Overseeing and assuring that each project is contributing the benefits needed to produce a viable, state of the art Unemployment Insurance Operation
 - Consistently communicating the progress, issues, and positive outcomes of each project
 - Monitoring early warning of impacts and risks of each project
 - Effectively and clearly communicating scope, deliverables and status of all projects to all team members and stakeholders
 - Enforcing a structured lifecycle for projects and a structured QA lifecycle for the program itself
- Conduct program quality assurance reviews at key times throughout the life cycle of this project, to evaluate and assure that:
 - All activities currently undertaken and planned clearly contribute to achieving the original vision and objectives of the program
 - Appropriate skills and resources are available to the program
 - The timeline and budget are still realistic
 - The needs of stakeholders are being met
 - All significant risks are being addressed
 - The program is ready to move to the next phase
- Propose remedial actions if any of the quality assurance reviews determine potential risks

3.4.1 State Project Staffing

The organizational structure to be employed by NJDOL is depicted graphically on the <http://www.state.nj.us/labor/UImod/UImod.html>. The State Contract Manager will provide overall guidance and direction for the project and will have final approval of all actions. The PS Contractor, however, is ultimately responsible for the project and must provide the day-to-day management of its staff and assist with the management of State staff assigned to the project. The PS Contractor must provide administrative support for its staff and activities.

The State will provide a dedicated full time team to perform project monitoring/quality assurance tasks and to participate in reviews. Members of this team are expected to assume increasingly more comprehensive project support roles throughout the project.

The State PMO staff will be housed in the same location in Trenton, New Jersey. The roles and responsibilities are outlined below:

Steering Committee: A committee consisting of project sponsor, senior departmental executives and select project team members. This committee provides advice on departmental policy/issues and fit of solution, approves deliverables and vendor payments, resolves issues that cannot be resolved through prior escalation processes, authorizes major scope changes that impact on realization of benefits, provides a Quality Assurance function, provides guidance to the program.

State contract manager (program manager): The State Contract Manager will provide overall leadership to the UI Modernization delivery team (i.e., the PMO, project managers and their teams). This manager will also be the main point of contact between the steering committee and the program. With assistance from the PMO staff, the State Contract Manager will lead delivery assurance activities.

Business architects: The business architects will be the guardians of the UI Modernization business vision and benefits. As such, they will (a) provide business design guidance and oversight to all projects and (b) monitor, assess and advise on achieving the anticipated benefits.

Technical architects: The technical architects will oversee the technical design and delivery of all components of NJ SUCCESS. They will define, apply and monitor standards and approaches to assure technical delivery and ensure that the system meets the needs of the future UI. They will have significant and proactive involvement with all technical teams.

Resourcing manager: The resourcing manager will coordinate across all agencies participating in UI Modernization to get the right teams in the right place, at the right time, with the right skills and experience. The role therefore includes skills requirements analysis, development planning & management, negotiation and coordination across agencies.

Contractor Liaison: Supports the State Contract Manager in overseeing the management of all contracts and contractors including all individual body shop contracts. Tracks all expenditures and payments relative to the project including payments made to vendors. Provides follow-up on vendor voucher/payment processing when required.

Change & Communications manager: The change manager will advise and run change management activities across the program. S/he will ensure that each project addresses change issues in the way the project is run as well as in its outputs; in addition, this manager will be responsible for stakeholder management for the life of the program.

PMO Support (logistics): The PMO support will assist across all PMO functions. Particular responsibilities usually include: preparation of program status updates, maintenance of the program plan and risk register, maintaining version controls and the project library.

Technical Liaisons: Additionally the PMO staff is supported by technical liaisons for consultative purposes. These technical liaisons represent NJDOL's UI Systems Management, NJDOL's Division of Information Technology (DIT) and NJ's Office of Information Technology (OIT).

3.4.2 Project Management Methodology

NJDOL utilizes The Project Management Institute's Body of Knowledge (PMBOK) developed by the Project Management Institute (www.pmi.org) as its project management methodology.

At a minimum, the State requires the PS Contractor to use PMBOK as a foundational basis to manage this project. However, if, based upon experience, the PS Contractor would like to recommend the use of a different methodology, the PS Contractor shall include its rationale and recommendations in its bid proposal.

Bidders must demonstrate in their proposal:

- An understanding of project management methodology,
- Success in using project management tools and techniques in previous projects
- The application of project management tools, techniques and principles over the life of the project.

PMBOK Tools and Techniques required of this project include:

- Project Integration Management to ensure that the various elements of the project are properly coordinated which includes:
 - Project plan development – integrating and coordinating all project plans to create a consistent, coherent document
 - Project plan execution – carrying out the project plan by performing the activities included therein
 - Integrated change control – coordinating changes across the entire project
- Project Scope Management to ensure that the project includes all the work required, and only the work required, to complete the project successfully which includes:
 - Initiation – authorizing the project or phase
 - Scope planning – developing a written scope statement as the basis for future decisions
 - Scope definition – subdividing the major project deliverables into smaller, more manageable components
 - Scope verification – formalizing acceptance of the project scope
 - Scope change control – controlling changes to project scope
- Project Time Management to ensure timely completion of the project which includes:
 - Activity definition – identifying the specific activities that must be performed to produce the various project deliverables
 - Activity sequencing – identifying and documenting interactivity dependencies
 - Activity duration estimating – estimating the number and duration of work periods that will be needed to complete individual activities
 - Schedule development – analyzing activity sequences, activity durations, and resource requirements to create the project schedule
 - Schedule control – controlling changes to the project schedule
- Project Cost Management to ensure that the project is completed within the approved budget which includes:
 - Resource planning – determining what resources (people, equipment, materials) and what quantities of each should be used to perform project activities
 - Cost estimating – developing an estimate of the costs of the resources needed to complete project activities
 - Cost budgeting – allocating the overall cost estimates to individual work activities
 - Cost control – controlling changes to the project budget
- Project Quality Management to ensure that the project will satisfy the needs for which it was undertaken which includes:
 - Quality planning – identifying quality standards relevant to the project and determining how to satisfy them

- Quality assurance – evaluating overall project performance on a regular basis to provide confidence that the project will satisfy the established quality standards
- Quality control – monitoring specific project results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance
- Project Human Resources Management to make the most effective use of the people involved with the project which includes:
 - Organizational planning – identifying, documenting, and assigning project roles, responsibilities, and reporting relationships
 - Staff acquisition – getting the needed human resources assigned to and working on the project
 - Team development – developing individual and group skills to enhance project performance
- Project Communications Management to ensure timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information which includes:
 - Communication planning – determining the information and communication needs of the stakeholders: who needs what information, when will they need it, and how it will be given to them
 - Information distribution – making needed information available to project stakeholders in a timely manner
 - Performance reporting – collecting and disseminating performance information. This includes status reporting, progress measurement, and forecasting
 - Administration closure - generating, gathering, and disseminating information to formalize and document the phase or project completion process
- Project Risk Management to identify, analyze, and respond to project risk, including maximizing the probability and consequences of positive events and minimizing the probability and consequences of adverse events to project objectives which includes:
 - Risk management planning – establishing the approach and planning risk management activities for a project
 - Risk identification – determining which risks might affect the project and documenting their characteristics
 - Qualitative risk analysis – performing a qualitative analysis of risks and conditions to prioritize their effects on project objectives
 - Quantitative risk analysis – measuring the probability and consequences of risks and estimating their implications for project objectives
 - Risk response planning – developing procedures and techniques to enhance opportunities and reduce threats from risk to the project’s objectives
 - Risk monitoring and control – monitoring residual risks, identifying new risks, executing risk reduction plans, and evaluating their effectiveness throughout the project life cycle
- Project Procurement Management to acquire goods and services to attain project scope from outside the performing organization which includes:
 - Procurement planning – determining what to procure and when
 - Solicitation planning – documenting product requirements and identifying potential sources
 - Solicitation – obtaining quotations, bids, offers, or proposals, as appropriate
 - Source selection – choosing from among potential sellers
 - Contract administration – managing the relationship with the seller
 - Contract closeout – completion and settlement of the contract, including resolution of any open items

3.4.3 Project Management Tasks and Deliverables

The PS Contractor shall perform all of the duties specified herein in collaboration with the Program Management Office. Each deliverable is final only upon written acceptance by the State Contract Manager.

3.4.3.1 Project Management Task 1: Project Integration Management

As referenced in section 3.4, the UI Modernization Project will consist of four work streams: Foundational Projects, Procure and Build NJ SUCCESS, UI Organizational and Cultural Change Projects, and State IT Business Preparation. Each work stream consists of multiple projects, many running in parallel. The PS Contractor is expected to develop and maintain a Master Project Plan that incorporates all of these individual work streams and projects.

For the duration of the project, the PS Contractor shall:

- Develop and maintain the Master Project Plan that integrates and coordinates all project plans
- Establish integrated change control measures that will be coordinated across the entire project

PS Contractor Deliverable

- Master Integrated Project Plan and Updates inclusive of scheduling and staffing (Price Line 12)

3.4.3.2 Project Management Task 2: Project Scope Management

For the duration of the project, the PS Contractor shall:

- Review and submit projects to the State Contract Manager for authorization
- Review the written scope statements for each project plan that exists, develop the scope for projects that have not yet begun, and modify existing scopes, as necessary
- Verify scope by formalizing acceptance of the project scope
- Establish procedures for controlling changes to project scope
- Document the scope planning for all projects
- Document the scope change control for all projects

PS Contractor Deliverables

- Scope planning for existing Projects Document (Price Line 13)
- Scope Change Control Methodology Document (Price Line 14)

3.4.3.3 Project Management Task 3: Project Schedule Management

For the duration of the project, the PS Contractor shall:

- Review the activities and timelines for existing project plans, review the activities and timelines for projects that have not yet begun, to verify that the specific activities and timelines listed will produce the specified deliverables
- Identify and document interactivity dependencies and verify sequencing as appropriate
- Estimate the number of work periods that will be needed to complete individual activities
- Analyze activity sequences, activity durations, and resource requirements to create the project schedule
- Document a skills requirement analysis which includes reviewing existing skills and providing a development and training plan for areas that are at risk due to lack of skilled state resources
- Provide schedule control by establishing standards for controlling changes to the project schedule
- Document the acceptance, modification or rejection (with modifications) for the project activities resource allocations and timeline for all projects
- Document the standards for controlling change for all projects

PS Contractor Deliverables

- Project Activities and Timelines Assessment Document (Price Line 15)
- Skills Requirement and Development Document (Price Line 16)
- Standards for Controlling Schedule in Change Document (Price Line 17)

3.4.3.4 Project Management Task 4: Project Cost Management

For the duration of the project, the PS Contractor shall:

- Review and validate the cost estimate for each existing project plan, and prepare cost estimates for new projects that have not yet begun, to determine the necessary resources (people, equipment, materials) and what quantities of each should be used to perform project activities
- Develop an estimate of the costs of the resources needed to complete project activities
- Allocate the overall cost estimates to individual work activities
- Establish standards for controlling changes to the project budget
- Document the acceptance, modification or rejection (with modifications) for the project costs
- Document the standards for controlling budgetary changes for all projects

PS Contractor Deliverables

- Project Costs Document (Price Line 18)
- Standards for Controlling Budgetary Changes Document (Price Line 19)

3.4.3.5 Project Management Task 5: Project Quality Assurance Management Standards

The PS Contractor will develop a quality assurance standards plan that will be used as the basis for managing the quality assurance of all aspects of the projects. The PS Contractor will ensure that all NJ SUCCESS RFP requirements are met and that all industry standard project management practices are adhered to both by State staff and the DDI Contractor. Each major deliverable will be reviewed by the PS Contractor against the established quality control procedures to ensure that no requirements are overlooked. The PS Contractor will attend scheduled project status meetings and meet with the State Project Sponsor, Steering Committee Members and State Contract Manager to provide progress reports.

The PS Contractor shall plan, manage and document a program of quality assurance activities which shall ensure that the State and NJDOL infrastructure, equipment (desktop PCs, servers, telephony systems etc.), software and services, and the application development and implementation services meet all State requirements and all other applicable professional and technical standards and are sufficient to support the NJ SUCCESS system to perform optimally. The PS Contractor shall be responsible for working with the State, its DDI Contractor, other contractors and partners to apply quality assurance principles and practices in order to achieve a successful implementation of UI Modernization. NJDOL defines quality assurance as a systematic pattern of all actions necessary to provide full confidence that the subject services and products conform to all established requirements and user needs. Quality Assurance has several aspects:

- Control – assures that deliverables are according to standards.
- Monitoring – assures that activities are conducted according to plans and procedures.
- Improvement – with appropriate control and monitoring, standards, plans, and procedures are refined so that subsequent deliverables and activities attain higher levels of economy and efficiency at minimal risk.

The PS Contractor must work in cooperation with the State Project Sponsor, State Contract Manager, the State's DDI Contractor, or any other designee of the State throughout the life of this project. The formal deliverable review process expected to be used by the State on this project is detailed in this RFP (see Sections 3.6.2 and 3.6.3))

For the duration of the project, and for all aspects of this project, the PS Contractor shall:

- Identify which quality standards are applicable to the projects and determine how to satisfy them
- Establish standards for evaluating overall project performance on a regular basis to provide confidence that the project will satisfy the established quality standards
- Establish standards for monitoring specific project results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance
- Document the guidelines for establishing quality standards for each project
- Provide biweekly reports documenting each project's status with maintaining the established quality standard, and where projects are not meeting the standards, offer corrective action recommendations

PS Contractor Deliverable

- Procedures and criteria for establishing Quality Assurance Standards Document (Price Line 20)

3.4.3.6 Project Management Task 6: Project Human Resources Management

For the duration of the project, the PS Contractor shall:

- Establish standards for identifying, documenting, and assigning project roles, responsibilities, and reporting relationships
- Establish standards for getting the needed human resources assigned to and working on the project
- Establish standards for developing individual and group skills to enhance project performance
- Document the standards for identifying, documenting, and assigning project roles, responsibilities, and reporting relationships
- Document the standards for developing individual and group skills to enhance project performance

PS Contractor Deliverables

- Standards for Identifying, Documenting, and Assigning Project Roles, Responsibilities, and Reporting Relationships Document (Price Line 21)
- Standards for Developing Individual and Group Skills to Enhance Project Performance Document (Price Line 22)

3.4.3.7 Project Management Task 7: Project Communications Management

For the duration of the project, the PS Contractor shall:

- Define the information and communication needs of the stakeholders: who needs what information, when will they need it, and how it will be given to them
- Establish standards for making necessary information available to project stakeholders in a timely manner
- Establish and document the standards for collecting and disseminating performance information. This task includes status reporting, progress measurement, and forecasting
- Establish and document the standards for generating, gathering, and disseminating information to officially communicate phase or project completion

PS Contractor Deliverables

- Standards for Collecting and Disseminating Performance Information Document (Price Line 23)
- Standards for Generating, Gathering, and Disseminating Information to Formalize Phase or Project Completion Document (Price Line 24)

3.4.3.8 Project Management Task 8: Project Risk Management

For the duration of the project, the PS Contractor shall:

- Establish standards for risk management and define the approach to risk management activities for each project
- Review risks for existing project plan, identify and document new risks for projects that have not yet begun, and determine which risks might affect the project and document their characteristics
- Assist in qualitative risk analysis by performing a qualitative analysis of risks and conditions to prioritize their effects on project objectives
- Perform quantitative risk analysis by measuring the probability and consequences of risks and estimating their implications for project objectives
- Develop procedures and techniques for risk response to enhance opportunities and reduce threats from risk to the project's objectives
- Establish standards for monitoring residual risks, identifying new risks, executing risk reduction plans, and evaluating their effectiveness throughout the project life cycle
- Document standards for risk management, including how to approach and plan risk management activities for each project, techniques to enhance opportunities and reduce threats from risk to the project's objectives, and standards for monitoring residual risks, identifying new risks, executing risk reduction plans, and evaluating their effectiveness throughout the project life cycle

- Provide biweekly reports documenting each project's risk management status and where projects are showing risks based on established guidelines, offer corrective action recommendations
- Establish a Risk Management Registry to document all risks

PS Contractor Deliverables

- Risk Management Document (Price Line 25)
- Risk Management Registry Template (Price Line 26)

3.4.3.9 Project Management Task 9: Project Procurement Management

In compliance with State rules and procedures and for the duration of the project, the PS Contractor shall:

- Review existing procurement standards and determine what to procure, how to procure it, and when
- Document product requirements and identify potential sources
- Review quotations, bids, offers, or proposals, as appropriate
- Establish standards for choosing from among potential sellers
- Establish standards for managing the relationship with the seller
- Establish standards for the completion and settlement of the contract, including the resolution of any open items
- Document standards for procurement standards, including standards for choosing from among potential sellers, managing the relationship with the seller, and for the completion and settlement of the contract, including the resolution of any open items

PS Contractor Deliverable

- Procurement Standards Document (Price Line 27)

3.4.3.10 Project Management Task 10: Project Modification Management Processes and Procedures

For the duration of the contract, the PS Contractor shall:

- Establish a Change Request Tracking System and Template
- Establish evaluation criteria for change requests, including the review of the impact of the change on the project effort, cost, schedule, resources
- Update the change into the project work plan
- Assist in adjusting resources and schedules as necessary
- Document evaluation criteria
- Establish feedback loop to notify requestor of status of change request

PS Contractor Deliverables

- Change Request Tracking System and Template (Price Line 28)
- Evaluation Criteria Document (Price Line 29)

3.4.3.11 Project Management Task 11: Project Change Management

For the duration of the project, the PS Contractor shall:

- Develop program/project communications
- Provide stakeholder training
- Work with State management to identify and implement ways for each stakeholder to identify their individual positive outcomes
- Establish and document a change management component for all projects
- Identify needed policy and organizational changes
- Assess readiness for change, manage resistance and gain stakeholder buy-in

PS Contractor Deliverable

- Change Management for Projects Document (Price Line 30)

3.4.3.12 Project Management Task 12: PMO Environment Validation

The PS Contractor shall assist the PMO to identify and procure the tools, materials, and facilities needed by the State project team for NJSUCCESS to ensure that each component of the effort can be run effectively. Specific tasks include:

- Review selection criteria for methods and tools to support the technology and approach
- Examine needs of each NJDOL team member (PMO and individual components) with respect to training in the methods, training and availability of tools, and communication
- Document training in the methods, training and availability of tools, and communication to team members

PS Contractor Deliverable

- Document evaluating the PMO operations, recommending tools and enhancements, and providing a plan for implementation of recommended enhancements (Price Line 31)

3.4.3.13 Project Management Task 13: Quality Assurance Delivery

Based upon the services and deliverables requested in this RFP, responders to this RFP must provide quality assurance in all aspects of this RFP including:

Procurement Services: Provide quality assurance oversight and technical assistance in the development and delivery of the RFP for the NJ SUCCESS system and evaluation tool for bid responses to it.

Project Management: Provide overall quality assurance project management and coordination. Primary responsibilities are the development and maintenance of project plans, identification and assignment of resources, coordination of activities with State staff, Design and DDI Contractor, and other contractors, and communications and change management activities with stakeholders.

VVT Services: Provide quality assurance oversight and technical assistance in development of the overall NJ SUCCESS application, as well as software development plans, application architecture, configuration management plans, and related activities. Provide quality assurance oversight and technical assistance for the design, acquisition, configuration and management of all enterprise equipment, telecommunications platform, network/desktop/peripheral software and support, technology environment, and monitoring/diagnostic/repair utilities and services.

PS Contractor Responsibilities

The PS Contractor shall provide mentoring and support to the PMO in the following key quality assurance areas:

- Leading the program team (including Project Managers) in executing the program plan, ensuring delivery is driven in a controlled and consistent manner and that major issues, changes and disruption are handled in a coherent manner aligned to the business objectives.
- Managing the technical content by ensuring that the business and technical solution is feasible and consistent with the business objectives, and remains so during the transition between phases of the program (e.g. design, develop, test) and implementation
- Managing the control cycle by ensuring projects follow the established lifecycle and reporting/management requirements. Ensuring that exceptions (variances, risks, issues, changes), which may affect more than one project, are considered in the wider context and managed appropriately.
- Managing program integration by ensuring consistency of approach across the program, including application of common processes & standards; establish common milestones and key integration "events" (e.g. pilots, roll-outs etc).
- Managing program resources by ensuring resource requirements are met and key skills are optimally and effectively deployed.
- Enabling governance by facilitating reviews at every level of the program, so that informed decisions can be taken – both timely and appropriately.

- Managing the project portfolio by ensuring that individual project objectives remain valid and aligned with the changing business environment. (Terminate or re-shape existing projects if required; scope and launch new projects as the situation dictates).
- Managing delivery of benefits by ensuring that required benefits are explicitly identified and realization of the benefits is tracked and reported.
- Managing stakeholders by ensuring that stakeholders act in support of the program and commitments are delivered including provision of resources, actions to identify benefits, issue resolution, etc.
- Managing communications by ensuring timely, appropriate, consistent and effective communications, including progress and change implications
- Planning and managing the transition to business operations by ensuring the impact of each project on individual business units/departments is planned and clearly understood such that implementation may be managed efficiently and excessive demands are avoided
- Identifying, implementing and documenting a knowledge transfer process from the Contractor to the PMO
- Ensuring the project is properly organized, planned, documented and implemented
- Ensuring NJDOL team members and the DDI staff have defined tasks and responsibilities
- Ensuring Contract requirements and applicable standards and practices are met and documented
- Ensuring Appropriate change management plans are developed, implemented and documented
- Ensuring Risk Management is proactively monitored and mitigation plans are instituted as quickly as possible to avert project overrun in time and costs
- Ensuring tests are specified and rigorously administered and documented
- Ensuring problems are recorded, tracked and documented
- Ensuring all necessary and required written and/or electronic records are kept on all activities.
- Ensuring state technical staff receive appropriate technical training (skills transfer is actively in place) and end users receive appropriate training on NJ SUCCESS application
- Ensuring all project costs are documented as required

PS Contractor Deliverable

- Identification and Implementation Knowledge Transfer Document (Price Line 32)

3.4.3.14 Project Management Task 14: Biweekly Reporting (Price Line 1)

The PS Contractor shall submit biweekly reports evaluating all projects that will include the following items, with corrective action recommendations when the project is not meeting the required results:

- Quality Standard
- Scope Management
- Timeline Management
- Risk Management
- Tasks starting and ending in accordance with the established plan
- Level of effort as planned
- Milestones being met when planned
- Costs as budgeted
- Progress on the tasks assigned and level of effort spent compared to effort planned

3.4.3.15 Project Management Task 15: Monthly Reporting (Price Line 1)

The PS Contractor shall conduct *Monthly Formal Progress Reviews* in conjunction with the PMO. Specific tasks include:

- Identify information that needs to be prepared and/or presented
- Establish tasks and assignments for the review
- Prepare information for the review, including items such as
 - List of accomplishments in last period
 - List of plans for next period
 - Milestone progress reports (planned to actual)
 - Staffing profile (planned to actual)
 - Cost Profile (planned to actual)

- Risk Management Status
- Action Item Status
- Quality Assurance Status
- Document Formal Progress Review

PS Contractor Deliverable

- Formal Progress Review Documents (Price Line 1)

3.5 Validation, Verification and Testing

At minimum, the PS Contractor must provide the Validation, Verification and Testing (VVT) outlined in this section. All required project management deliverables as specified in sections 3.4.3 and all subsections would be applicable to services provided through the entire project lifecycle from foundational projects through post implementation.

The PS Contractor will provide objective and independent review and testing outside the system or software development team to validate that the system being developed is the “right” system, and to verify that NJDOL is building the system correctly.

VVT will be conducted continuously during the design, development and implementation processes. The PS Contractor will assess the status of the system or software development in terms of schedule, cost, and viability. Conducting VVT throughout every stage of the project allows for early adjustments to requirements and provides decision criteria for the next development phase.

VVT procedures will be customized to examine the specific needs and requirements of the NJ SUCCESS application and the State parallel and foundational projects that are part of UI Modernization. The PS Contractor will examine the products and specifications of the new systems at each development phase to answer key questions. The PS Contractor will ensure that all hardware, software and infrastructure specifications as well as the existing and/or proposed network infrastructure will support the NJ SUCCESS system.

The PS Contractor is required to conduct extensive parallel testing of all aspects of the system hardware and software as listed in the specific tasks outlined in this document.

The Contractor Project Administrator for the VVT Services must be a different individual from the Contractor Project Administrator for the other services. Team members for these two aspects of this project may overlap if it is operationally justified and approved by the State Contract Manager.

NJDOL requires VVT services to:

- Review adherence to technical standards
- Ensure the system or software meets the needs or requirements of the customer
- Ensure the system or software meets the design specifications
- Ensure the system or software is error free
- Ensure the system or software design is effective and efficient
- Provide oversight and technical evaluation for the design of NJ SUCCESS infrastructure
- Provide oversight and technical evaluation for configuration of infrastructure for NJ SUCCESS
- Provide oversight and technical evaluation assistance to the UI Modernization technical architects.

3.5.1 Overview of Validation, Verification and Testing Services and Deliverables

3.5.1.1 Quality Assurance Goals for Design, Development and Implementation Phases

The PS Contractor will assure the quality of the Design, Development and Implementation Phases of the project and the deliverables, services, costs, and other activities. This includes monitoring quality of both internal (NJDOL owned-foundational projects) and external (DDI) projects as well as the PMO. The PS Contractor will assist State staff to document and to solve any application software-related problems, which are identified through quality assurance activities. The PS Contractor will provide technical

assistance to NJDOL in responding to and in resolving any questions and/or issues about NJ SUCCESS design, development and implementation, which might be raised. The PS Contractor will review the quality of each deliverable of the DDI contractor. In its proposal, the PS Contractor shall define appropriate evaluation criteria for each deliverable specified in the DDI Project RFP. A deliverable review report by the PS Contractor to document the formal review of each deliverable is required as part of the quality assurance plan.

As required in section 3.4.3.5 of this document, the PS Contractor Administrator shall plan, manage and document a program of quality assurance activities which shall ensure that the State and NJDOL infrastructure, equipment (network infrastructure, desktop PC's, servers, telephony systems, etc.), software and services, and the application development and implementation services meet all State requirements and all other applicable professional and technical standards, and are sufficient to support the NJ SUCCESS system to perform optimally. The PS Contractor shall be responsible for working with the State, its DDI Contractor, other contractors and partners to apply quality assurance principles and practices in order to achieve a successful implementation of UI Modernization.

3.5.1.2 Validation, Verification, and Testing Tasks

NJDOL has based this series of PS Contractor tasks on a high level task outline that delineates the specific steps of the process that will be undertaken by the DDI Contractor in order to Design, Develop and Implement the NJ SUCCESS system. The tasks that the PS Contractor must perform in relation to these DDI tasks are detailed in this section. A bidder responding to this proposal should add any additional steps or tasks in its bid proposal that it believes are necessary to successfully conducting the QA process.

The high level DDI Contractor Tasks identified to date are:

- Task 1** Project Management Plan and Tracking/Reporting Review
- Task 2** Project Initiation
- Task 3** Requirements Definition
- Task 4** Conceptual System Design
- Task 5** Detailed System Design
- Task 6** System Development
- Task 7** System Testing
- Task 8** Quality Assurance Testing
- Task 9** User Acceptance Testing
- Task 10** Training
- Task 11** Conversion
- Task 12** Pilot Testing
- Task 13** Statewide Implementation
- Task 14** Mandatory Post Implementation Support
- Task 15** System Architecture Specification
- Task 16** Resource Requirements Document
- Task 17** Capacity Analysis
- Task 18** Network Assessment
- Task 19** Desktop Assessment
- Task 20** Data Center Assessment
- Task 21** State Site Preparation
- Task 22** Data Dictionary/ODS/Data Warehouse/Data Marts
- Task 23** Business Continuity
- Task 24** Disaster Recovery Plan
- Task 25** Reports
- Task 26** External Interfaces
- Task 27** Procedures/Documentation

3.5.2 VVT Tasks and Deliverables

This section contains a detailed description of the PS Contractor's roles in the VVT of the DDI Contractor's tasks.

3.5.2.1 VVT Task 1: Project Management Plan and Tracking/Reporting Review

The DDI Contractor will be required to submit a detailed work project plan as a component of its bid response to the DDI Project RFP. This initial plan must be updated and submitted in electronic and paper form to NJDOL for approval. In conjunction with the State project team, the PS Contractor will be required to review and validate the DDI Contractor's Project Plan. The DDI will use a standard project management tool (e.g. Microsoft Project) for the work plan schedule and shall use the same tool throughout the life of the project for updates and maintenance to the work plan schedule.

PS Contractor Responsibilities

The PS Contractor will review the DDI Contractor's project documentation (work plan and schedule) to verify that it:

- Defines the products and services to be delivered to meet project goals and objectives
- Adequately defines deliverables to provide necessary visibility, to set clear expectations and to allow appropriate buy-in
- Lists projects assumptions, constraints, and known risks
- Identifies Stakeholders, roles, and communications needs
- Includes a baseline project schedule reflecting task integration to ensure best use of resources
- Defines roles and responsibilities, addresses resource management, communications management, risk management and change control procedures. Reviews DDI Contractor's project plan (schedule) to ensure that it is structured to facilitate the tracking and reporting of overall project progress, completion of deliverables, and integration of tasks. Ensures that the project plan identifies: project phases, key milestones, deliverables, specific tasks and subtasks, estimated durations and dependencies.
- Ensures that the VVT portion of the project schedule facilitates the tracking and reporting of the project progress

PS Contractor Deliverables

- A report analyzing and evaluating the project work plan, communications plan, technical standards, and project management procedures proposed by the DDI Contractor. (Price Line 33)
- Written evaluation of monthly reports/project plan status (Price Line 1)

3.5.2.2 VVT Task 2: Project Initiation

The PS Contractor will develop an orientation plan outlining the PS Contractor's VVT activities for the State and DDI Vendor staff. Prior to delivery of the orientation for the plan to the DDI Contractor, the PS Contractor must conduct a review with the State project team which details the VVT approach, techniques, and tools the VVT Contractor will employ before developing the orientation plan and materials. The orientation plan will introduce the VVT team approach to the State and DDI Contractor staff and will include contact information for all staff assigned to the project. The processes, techniques and tools that will be used to meet the VVT objectives, must be communicated to the State Contract Manager and the DDI Contractor.

PS Contractor Responsibilities

- The PS Contractor will define the approach, techniques and tools that will be utilized by the PS Contractor to perform the VVT function

PS Contractor Deliverable

- Orientation plan (Price Line 34)
- VVT Orientation Session for State and DDI staff (Price Line 35)

3.5.2.3 VVT Task 3: Requirements Definition

Since NJ SUCCESS is to be created for the benefit of the service delivery staff, during the requirements definition task the DDI Contractor must perform detailed analysis of the Agency's service delivery operations. Once the service delivery environment and requirements are understood in detail, the DDI Contractor will be able to define the full functionality of NJ SUCCESS.

It is anticipated that the DDI Contractor will employ Joint Application Development (JAD) or focus group methodology to obtain input from State staff on what is currently being done and on options for doing it differently. It is expected that the PS Contractor will actively participate in the JAD sessions. The State is prepared to make line staff, supervisors and managers available for these working sessions.

It is also anticipated that multiple sessions will be required and that each session will focus on different functions being performed by State staff. Examples of the Agency's functions include intake, comprehensive assessment, case management, resource management, court processing, and financial management.

The PS Contractor shall ensure that the DDI Contractor has a thorough, detailed understanding of the UI Business and Technical System and shall confirm and refine the requirements specified in this RFP and supporting documents.

PS Contractor Responsibilities

The PS Contractor must complete activities consistent with its proposed methodology and approach or an alternative methodology and approach, approved by the State, to accomplish the task objectives and meet all RFP requirements. At a minimum, completion of this task must include confirming that the DDI Contractor's Requirements Document sufficiently addresses:

- System functionality for NJ SUCCESS which includes all mandatory Federal functionality requirements;
- Work flow and procedures;
- Interfaces;
- System development environment and standards; and
- The NJDOL platform environment including hardware, software, and telecommunication architecture within the existing State standards.

PS Contractor Deliverable

- Requirements Document Evaluation Report: The deliverable to be produced by the PS Contractor for this task is a document that provides an analysis and assessment of the Requirements Document based on an evaluation of the deliverable against the requirements of the RFP. The PS Contractor must ensure that the Requirements Document addresses:
 - The functions that are to be part of the re-engineered business process, described in terms of their operation and impact on the users, and related to the functions of the current process;
 - The information to be maintained and reported by the re-engineered business process in terms of outputs, inputs, data elements and data structures;
 - The work flow associated with the re-engineered business process;
 - The internal and external assumptions and constraints on the re-engineered business process; and
 - The impact of the re-engineered business process on its target organizations in terms of new, revised, and eliminated functions or positions. (Price Line 36)

The PS Contractor may propose additional deliverables for the Requirements Definition task that are required by its proposed methodology and are within the requirements of this RFP. (Price Line 92)

3.5.2.4 VVT Task 4: Conceptual System Design

This task contains the first-level technical definition of NJ SUCCESS. This task consists of translating the user requirements for each re-engineered business process into a conceptual application approach for implementation. In addition to defining the NJ SUCCESS application data and conceptual design, this task will determine the best alternatives for developing and implementing the application. Initial work on the definition of the technical infrastructure that will be required to support NJ SUCCESS will also be performed during this task.

PS Contractor Responsibilities

The PS Contractor must complete activities consistent with its proposed methodology and approach or an alternative methodology and approach, approved by the State, to accomplish the task objectives and meet all RFP requirements. At a minimum, completion of this task must include the following activities:

- Review and comment upon the conceptual system design documentation to ensure it follows the functional requirements and design parameters agreed upon for the NJ SUCCESS project
- Participate in the conceptual design meetings and in key design walk-throughs that will be conducted for each module of the integrated software design.
- Meet with DDI Contractor and the State staff on a regular and ad hoc basis to resolve design issues

PS Contractor Deliverable

- A report evaluating DDI Contractor’s Conceptual System Design Document and the document’s adherence to the functional requirements and design parameters (Price Line 37)

3.5.2.5 VVT Task 5: Detailed Systems Design

This task includes the DDI Contractor’s preparation of the detailed specifications for the NJ SUCCESS application, the technical software to support the system and the detailed specifications of the hardware and network infrastructure required to support the system. Additionally the procedures and workflow for the processes must be developed as well as the security requirements and the Change Management Plan. The conceptual design prepared pursuant to Section 3.5.2.4 shall be used to develop the detailed specifications for each output and input, to identify all the functional components of the application, and to define all data elements and databases.

Completion of this task will allow the State to move forward with the development and implementation of the system and will produce a comprehensive Detailed System Design Document (DSD).

PS Contractor Responsibilities

The PS Contractor must complete activities consistent with its proposed methodology and approach or an alternative methodology and approach, approved by the State, to accomplish the task objectives and meet all RFP requirements. At a minimum, completion of this task must include the following activities:

- Participation in walk-throughs of the workflow and procedural specifications provided by the DDI Contractor to enhance NJDOL understanding and to facilitate the approval process.
- Review and comment upon the DSD to ensure it follows the functional requirements and design parameters agreed upon for the NJ SUCCESS project.
- Meet with the DDI Contractor and the State staff on a regular and ad hoc basis to resolve design issues
- Review and comment upon the database design and architecture: and prepare a report evaluating the DDI Contractor’s Requirements Document, Conceptual Systems Design Document, and Detailed Systems Design Document including Workflow and procedures and the logical data model, including any recommended changes, and identification of risks and issues.
- Review Case Workflow and Procedural Specifications: The implementation of the project will result in significant changes in the way day-to-day business is conducted by the Division of Unemployment Insurance and other NJDOL staff. A key component of the work conducted to this point must be the identification of these changes for all users of NJ SUCCESS. These specifications must include a complete description of operations workflow under NJ SUCCESS. The workflow and procedural specifications will be a principal source of input to the process of developing a training program for NJ SUCCESS users and must be kept up-to-date throughout the project. The case workflow and procedural specification must accommodate NJDOL plans to provide application access through direct connection and the worldwide web.
- Review Change Management Plan: The State has identified the need for a pro-active campaign to identify processes, procedures and organizational units that will be affected by the implementation of the project. The State requires PS Contractor support in this area due to the differences among local offices. The PS Contractor must identify and document the affected

processes, procedures and organizational units and other areas of impact and develop a campaign to prepare State and local staff for the expected changes, and provide adequate support to implement the campaign in conjunction with the UI Modernization Project. The approach and methodology must be documented in a change management plan. The focus of the change management campaign must be on identifying and implementing strategies to better prepare NJDOL staff at all levels of the organization for the implementation of NJ SUCCESS.

- Review Security Plan: the DDI Contractor must prepare a document proposing how security features will be implemented; including what products will be used. Proposed levels of security, limitations of capabilities, and required protocols must be provided. The format and content of security tables must be included, as well as the recommended starting point for establishing security profiles. The PS Contractor must review this Security Plan and prepare a report which delivers results of review, identifies risks and issues, and makes recommendations for changes as appropriate

PS Contractor Deliverables

- A report evaluating the Detailed Systems Design delivered by the DDI Contractor and the adherence of the Detailed System Design to the functional requirement and design parameters established in the UI Modernization Business Process Conceptual Design, Technical Architecture Document and Strategic Plan
(Refer to <http://www.state.nj.us/labor/UImod/UImod.html>). (Price Line 38)
- A report evaluating the DDI Contractor's database design and architecture, identification of any risks or issues, and any recommended changes to same (Price Line 39)
- A report evaluating the recommendations relating to hardware, software and infrastructure, identifying any risks or issues, and recommending changes to same (Price Line 40)
- A report evaluating the workflow and procedures documents, identification of any risks or issues, and any recommended changes to same (Price Line 41)
- A report evaluating the DDI Contractor's proposed change management plan, identification of any risks or issues and any recommended changes to same (Price Line 42)
- A report evaluating the security plan, identification of any risks or issues, and any recommended changes to same (Price Line 43)

The PS Contractor may propose additional Deliverables for the Detailed Design task that are required by its proposed project methodology and are within the requirements of this RFP. Deliverable format and content must reflect the format required in this RFP, as specified. (Price Line 92)

3.5.2.6 VWT Task 6: System Development

The DDI Contractor will develop, test and install all functionality required to meet the general systems, functional and technical requirements. All software is to be coded, unit-tested, and system-tested by the DDI Contractor as part of this task.

System documentation is to be produced for the system and detail modules according to State and NJDOL documentation standards. The DDI Contractor's responsibilities during this task include programming, unit and system testing, and documentation on all system functions. At a minimum, the activities of this task will include the following:

- Develop the NJ SUCCESS application for User Acceptance Testing,
- Update capacity analysis,
- Produce user, operations, technical, and system documentation,
- Provide help desk procedures, and
- Assist with site preparation planning, scheduling, and monitoring

PS Contractor Responsibilities

The PS Contractor shall:

- Develop a plan for the review of the programming completed by the DDI Contractor
- Review and comment upon programming design documents prepared by the DDI Contractor
- Review and comment upon DDI Contractor's plan for testing
- Review and comment upon the coding completed by the DDI Contractor

- Determine whether the programming developed by the DDI Contractor will permit the proposed NJ SUCCESS system to perform within the parameters required for the system
- Review and comment upon the result of the DDI Contractor's Unit test, recommending necessary changes in procedures or programs

PS Contractor Deliverables

- Written plan for the review of the programming completed by the DDI Contractor (Price Line 44)
- A report evaluating programming design documents prepared by the DDI Contractor (Price Line 45)
- A report evaluating the coding done by the DDI Contractor which assesses whether the coding was done in a manner consistent with the programming review plan (Price Line 46)

3.5.2.7 VWT Task 7: System Testing

A test environment will be established by the DDI Contractor, including all modules of the NJ SUCCESS system, test data converted from all identified UI systems, and interfaces functional to the extent practicable, or simulated. The DDI Contractor will prepare a system test plan and test all aspects of the system, including expected and unexpected user interaction, and system vulnerability to outside attack and hacking.

The DDI Contractor will prepare and conduct a performance test plan employing system and network monitoring software, and system load simulation software. The test plan must utilize full size databases, and allow and account for increasing numbers of users and increasing activity levels. The system test will continue until performance measures established in the RFP are met, and the testing must demonstrate the system compliance with the established performance measures under full operational conditions.

PS Contractor Responsibilities

The PS Contractor shall review and comment upon the DDI Contractor's:

- System test plan
- Unit test plan
- Performance test plan
- System test results
- Performance test results

PS Contractor Deliverables

- A report evaluating the proposed testing methodologies and processes planned by the DDI Contractor (Price Line 47)
- A report evaluating the result of the DDI Contractor's Unit Tests which includes recommendations for necessary changes in procedures or program (Price Line 48)
- A report evaluating the DDI Contractor's performance test plan (Price Line 49)
- A report evaluating the DDI Contractor's performance test results (Price Line 50)

3.5.2.8 VWT Task 8: Quality Assurance Testing

The PS Contractor must conduct Quality Assurance testing on the NJ SUCCESS system. The DDI Contractor will be expected to conduct the same level of testing. NJDOL requires this parallel testing in order to ensure the quality of the product that is being delivered by the DDI Contractor. The testing that must be performed must include but is not limited to the tasks listed in the PS Contractor responsibility section below. Testing regions will be developed and assigned to keep all data in sync. Testing Regions will mirror each other so that all results are equivalent to each other.

PS Contractor Responsibilities

- Perform functional testing: "black box testing" involves identifying and testing all the functions of the system as defined within the requirements
- Structural testing: "white box testing" testing that has full knowledge of the implementation of the system
- Random testing: testing that freely chooses test cases among the set of all possible test cases

- Static testing: testing that does not involve the operation of the system or component. This testing analyzes consistency and utilizes techniques that measure program properties such as error proneness, understandability, and evaluation of structure
- Conduct hardware and software "fault-injection:" inject faults into physical hardware and software
- Dependability analysis: involves identifying hazards and then proposing methods that reduces the risk of the hazard occurring including system vulnerability to attack and hacking
- Hazard analysis: involves using guidelines to identify hazards, their root causes, and possible countermeasures
- Perform systems testing: end-to-end testing of a complete application to verify it performs as designed
- Regression testing: repetitive testing of an application's major features to ensure minor changes have not introduced new bugs into the system
- Performance/stress testing: testing the application under various load situations to assess performance under load
- Perform system performance testing
- Perform system load testing
- Perform Installation Testing: validation that the application will install and operate properly
- Report results of all tests and identify any changes which should be identified, prioritized and addressed with the State Contract Manager and the DDI Contractor

PS Contractor Deliverable

- Report providing results of all tests conducted including recommendations for changes and modifications (Price Line 51)

3.5.2.9 VVT Task 9: User Acceptance Testing

An Acceptance Test team composed of State users from various functional areas and the PS Contractor will conduct the Acceptance Test. As with the system testing, the Acceptance Test will evaluate NJ SUCCESS as an integrated whole. The Acceptance Test will be conducted when systems testing and QA testing have been successfully completed. The Acceptance Test will include all activities to take place during the actual implementation.

The test will verify the following:

- All functional aspects of the system
- Installation of software
- Conversion of legacy data and manual data
- Effectiveness of training methods and materials
- Response time and overall system performance
- System hardware, software and telecommunications performance
- System, data, and application security
- Accuracy/performance of system interfaces
- Incorporates Mock Business Day

PS Contractor Responsibilities

- Assess completeness of the DDI Contractor's test plan
- PS Contractor will partner with the State team to conduct the Acceptance Test process
- Record all errors and anomalies observed during testing
- Track all errors/anomalies till fixed and successfully retested
- Report results of all tests and any changes which should be identified, prioritized and addressed with the NJDOL Project Manager and the PS Contractor

PS Contractor Deliverables

- Report evaluating the DDI Contractor's Acceptance Test plan, including recommended changes (Price Line 52)
- Report evaluating the Acceptance Test, including the evaluation of the PS Contractor's Acceptance Test analysis report (Price Line 53)

3.5.2.10 VVT Task 10: Training

The DDI Contractor is to provide the trainers to conduct the training for the project. The DDI Contractor will provide a training environment (system) training plan, training materials, and user manuals that adhere to NJDOL training guidelines for training. The plan and materials are to be reviewed by the PS Contractor. Training to prepare for the system testing, conversion and pilot testing will also be included in the technical training. A basic premise of the NJ SUCCESS project is that the State of New Jersey will be self sufficient and appropriately skilled and trained to maintain the system without dependency on outside contractors. To this end, the DDI Contractor must develop and deliver a plan that facilitates this transfer of skill sets during the lifecycle of the project. For example, at the onset of the project, State technical staff would be completing 20% of technical tasks with this percentage ramping up during the course of the project with the ultimate goal of having 80% of technical tasks being conducted and maintained by State staff at the end cycle of the project. The plan set forth by the DDI Contractor to accomplish these goals will be evaluated by the PS Contractor to validate its potential for success.

Training will cover all aspects of the new system and be provided in the following categories:

- User training
- End user training
- Management training for administrators and managers
- Technical training, and
- Train the trainer training

PS Contractor Responsibilities

At a minimum, the PS Contractor must:

- Review and evaluate the training plan,
- Review and evaluate training material,
- Monitor training for all user categories,
- Ensure that DDI Contractor is providing ongoing support for the training process
- Validate that the training environment provided by the DDI Contractor meets NJDOL needs

PS Contractor Deliverables

- Report providing an analysis of the DDI Contractor's training plan and delivery (Price Line 54)

3.5.2.11 VVT Task 11: Conversion

All data in the current systems (databases, telecommunications and telephony) needed to meet NJ SUCCESS system requirements will be converted. The DDI Contractor will provide for conversion of all historical and active case data elements in the current systems. Additionally the DDI Contractor is to provide for the initial loading (scanning and imaging) of all information currently captured on paper that will be automated in the new system for the active caseload. The State anticipates that a significant manual conversion effort may be required to supplement the automated conversion. The PS Contractor will be responsible to review and evaluate the conversion plan documentation. At a minimum, the activities of this task will include the following for the NJ SUCCESS system:

PS Contractor Responsibilities

- Review and evaluate conversion plan
- Review conversion specification document (CSD),
- Evaluate conversion programs recommended by DDI Contractor
- Evaluate the data purification strategy and purify data, and
- Evaluate the plan for converting cases and review conversion reports

PS Contractor Deliverables

- Report providing an analysis and evaluation of the DDI Contractor's conversion plan (Price Line 55)

3.5.2.12 VVT Task 12: Pilot Testing

Pilot testing of the NJ SUCCESS system will be conducted at a single location (to be specified at a later time) for a period of no more than sixty (60) days. The purpose of the pilot-testing task will be to verify the functional and technical usability of the NJ SUCCESS system simulated production environment. Pilot testing will be the first field user test of the NJ SUCCESS outside of the controlled development and system testing environments. The purpose will be to focus not only on software functionality, but also on the adequacy of, and the effectiveness and efficiency of, the procedures and workflow required to implement NJ SUCCESS.

Before conducting pilot testing, the DDI Contractor will train State staff selected for the pilot in the use of the NJ SUCCESS system. During pilot testing, State pilot test staff will perform all routine duties. The DDI Contractor is to ensure that the system is continually operational and is to correct any system errors encountered in accordance with the correction procedures detailed under the system-testing task. The DDI Contractor also will perform benchmark tests (to include network tests and quantified and approved response times) at the end of the pilot-testing task and perform any system tuning necessary based upon the results.

Pilot testing will be performed using converted data and will include all existing and new interfaces. At the conclusion of the pilot-testing task, the DDI Contractor is to prepare a pilot operations report that certifies that the NJ SUCCESS is ready for statewide implementation.

The State in conjunction with the DDI Contractor will review the DDI Contractor's report and other available information and determine whether to proceed with the statewide implementation task according to the Project schedule.

PS Contractor Responsibilities

- Review and validate the pilot test plan
- Monitor the pilot case data conversion processes
- Review system certification process being conducted by DDI Contractor
- Review plan for training of staff for pilot test
- Monitor DDI Contractor's ongoing support for the pilot tests,
- Monitor DDI Contractor's benchmark tests

PS Contractor Deliverables

- Report evaluating the Pilot Test Plan proposed by the DDI Contractor that shall include recommended changes (Price Line 56)
- Report evaluating the Pilot Test, including an evaluation of the DDI Contractor Pilot Test Analysis Report (Price Line 57)

3.5.2.13 VVT Task 13: Statewide Implementation

During this task, the DDI Contractor will, based upon the approved implementation plan, execute statewide implementation of the NJ SUCCESS system. During this period, the DDI Contractor shall maintain NJ SUCCESS software until completion of system turnover, perform any remaining conversion and training activities, warrant the functionality and performance of the system, and, upon successful implementation, turn the system over to the State for final acceptance. The DDI Contractor is to prepare a detailed plan for statewide implementation. During statewide implementation, the DDI Contractor will be responsible for assisting the State in the operation of the system until the statewide implementation task is successfully completed. The PS Contractor will be responsible for review and oversight. The PS Contractor must have the ability to measure success in incremental steps and know when to pull back when things are not going well.

PS Contractor Responsibilities

- Review the statewide implementation plan developed by the DDI Contractor
- Monitor the statewide implementation process
- Monitor the services of a NJ SUCCESS help desk

PS Contractor Deliverables

- Report providing an analysis and evaluation of the DDI Contractor's proposed implementation plan that includes recommended changes (Price Line 58)
- Report evaluating the statewide implementation of the NJ SUCCESS system, including an evaluation of the DDI Contractor's analysis report (Price Line 59)

3.5.2.14 VVT Task 14: Mandatory Post Implementation Support

The DDI Contractor will maintain an on-site presence after completion of the statewide implementation to ensure a smooth transition to State operations. During the mandatory post implementation support task, the DDI Contractor is to provide technical support, assistance in obtaining operational stability and fully inform the State support staff of the status of the project as well as any modifications made to the system.

During this task, the DDI Contractor will assist the State in operating the NJ SUCCESS system by providing technical support and assisting in all other functions that are normally associated with operations support of a system like the NJ SUCCESS for a period of twelve months from completion and preliminary acceptance of implementation by the State.

During this period, the DDI Contractor will prepare the State, or its agent, to take over the responsibility of providing maintenance and operation for the system upon completion of this task. The DDI Contractor must support a smooth transition of programs, knowledge, data and procedures for operation by the State, including the development of a system turnover plan at the onset of the project and the carrying out of the plan during the lifecycle of the project. The State will assume system operations upon final statewide acceptance of the system. Upon completion of the mandatory post implementation support task, on-site technical support and maintenance of the application software may not be required, but the DDI Contractor will still be required to correct any deficiencies in the NJ SUCCESS that arise within the warranty for the twelve-month mandatory post implementation support task.

At a minimum, the DDI Contractor's activities for this task will include the following for NJ SUCCESS:

- On-site technical support of the NJ SUCCESS application,
- Establishment, and training of staff to operate the NJ SUCCESS help desk
- System performance monitoring and tuning,
- Database administration,
- Production control and system operations, and,
- Preparation and submission of the final system turnover plan.

PS Contractor Responsibilities

- Throughout the twelve-month mandatory post implementation support period, the PS Contractor will work with the State project team and the DDI Contractor to evaluate a Post Implementation Plan. The PS Contractor will monitor performance and execution of the Post-Implementation Support Plan.

PS Contractor Deliverables

- Report recommending priority for fixes and enhancements (Price Line 60)
- Report evaluating DDI Contractor's system documentation and turnover plan (Price Line 61)
- Report evaluating DDI Contractor's implementation of enhancements (Price Line 62)
- Report evaluating completeness of final DDI Contractor deliverables (Price Line 63)
- Report which analyzes feedback from Help Desk and NJDOL staff (Price Line 64)

3.5.3 DDI Parallel Tasks

The following tasks will be the primary responsibility of the DDI Contractor. These tasks are expected to be conducted parallel to tasks 1-14, with prioritization given to those areas which will be required to be done as early as possible in the lifecycle of the project to initiate the procurement of necessary hardware and upgrades to existing hardware and infrastructure. The PS Contractor is expected to review the analysis and recommendations made by the DDI Contractor in each of these areas and provide a report which should include any recommendations for changes, etc.

3.5.3.1 VWT Task 15: System Architecture Specifications

The system architecture specifications document will capture the network components over which NJ SUCCESS will be distributed, the hardware required for the systems operation, the underlying implementation software, and the data used or manipulated by the system. The System Architecture Specifications (SAS) may also contain additional views and combinations of views such as:

- Environment Models that show what software will be located on which hardware
- Interface Models to identify how NJ SUCCESS will interact with other systems
- Security models showing how privacy and information will be protected

Additionally, the SAS will identify and define the basic foundations and assumptions used in developing the NJ SUCCESS SAS document. These foundations and assumptions include:

- The standards and preferences selected or developed by the State of New Jersey
- The current and projected State technology and its impact on the NJ SUCCESS system and performance
- The approach and methodology utilized for building the models and architecture
- Risks inherent in the decisions and solutions, and mitigating factors or strategies

PS Contractor Responsibilities

- Review the SAS document for completeness and provide comments and recommendations for changes

PS Contractor Deliverable

- Report/Analysis of the SAS Document including any recommended changes (Price Line 65)

3.5.3.2 VWT Task 16: Resource Requirements Document

The Resource Requirements Document will provide the analysis of what causes the application to use the hardware components, which allow the system to function. This document will be developed by establishing user profiles to understand the amount of information the application will be able to process and the frequency with which it is processed and transmitted. These profiles become input to the Capacity Analysis document. The network can then be modeled resulting in computer equipment having an industry classification designation. This designation describes the processing capability needed to support the database access and application functionality delivery.

PS Contractor Responsibilities

- Review the Resource Requirements document for completeness and provide comments and recommendations for changes

PS Contractor Deliverable

- Report/Analysis of the Resource Requirements Document including any recommended changes (Price Line 66)

3.5.3.3 VWT Task 17: Capacity Analysis

The Capacity Analysis Document evaluates the equipment in the system architecture required to meet the NJ SUCCESS minimum application performance response time averaging no more than 3 seconds. The Capacity Analysis examines each of the components of the system architecture equipment and networks in relation to established business needs. This report will serve to define the hardware needed to support the performance standards or any upgrades required for current equipment, including:

- Wide Area Network (WAN)
- Bandwidth from Point of Presence to Point of Presence
- Web and Application Server(s) equipment configurations
- Database Server configuration; and
- Worker Desktop configuration according to NJ SUCCESS Desktop Assessment

Each of these components is to be addressed in the Capacity Analysis with the identification of the required specifications and configurations needed to achieve the minimum response time. It is understood that the calculation of minimum achievable response time will be dependent on the completion of planned upgrades and the implementation of the recommendations contained in the Capacity Analysis Document.

PS Contractor Responsibilities

- Review the Capacity Analysis Document for completeness and provide comments and recommendations for changes

PS Contractor Deliverable

- Report/Analysis of the Capacity Analysis Document including any recommended changes (Price Line 67)

3.5.3.4 VWT Task 18: Network Assessment

The Network Assessment will be performed by the DDI Contractor and will be an independent, high-level assessment of the network environment used by NJDOL. The Wide Area Network (WAN) connecting State and Central offices, and the Local Area Network (LAN) structures within individual offices must be evaluated in order to determine their suitability as a platform for the NJ SUCCESS system.

The NJ SUCCESS Network Assessment report will provide the following:

- Details the current network environment;
- Outlines the anticipated network requirements of NJ SUCCESS
- Proposes strategies for preparing the State/NJDOL operating environment for the deployment of NJ SUCCESS

PS Contractor Responsibilities

- Review the Network Assessment document for completeness and provide comments and recommendations for changes

PS Contractor Deliverable

- Report/Analysis of the Network Assessment Document including any recommended changes (Price Line 68)

3.5.3.5 VWT Task 19: Desktop Assessment

The Desktop Assessment will consist of an assessment of the desktop workstations used by NJDOL. The NJDOL workstation environment must be evaluated to determine its suitability as a platform for NJ SUCCESS. This NJ SUCCESS Desktop Assessment will include:

- Details of the current workstation environment
- Outline the anticipated system requirements of NJ SUCCESS
- Proposes strategies for preparing the NJDOL operating environment for the deployment of NJ SUCCESS
- Make recommendation for a PC replacement cycle

PS Contractor Responsibilities

- Review the Desktop Assessment document for completeness and provide comments and recommendations for changes

PS Contractor Deliverable

- Report/Analysis of the Desktop Assessment Document including any recommended changes (Price Line 69)

3.5.3.6 VWT Task 20: Data Center Assessment

The Enterprise Equipment and Data Center Assessment Report, to be developed by the DDI Contractor, describes the mainframe, mid-range, and workgroup servers used by the State of New Jersey and NJDOL.

Additionally, the report will provide descriptions of the technology infrastructure and related environmental factors affecting the operation of these systems, and how NJ supports and maintains their operation. NJ strategies and timelines for future upgrade paths will be included. An analysis of these systems will be performed to determine their suitability as a platform for NJ SUCCESS. Recommendations will be presented for any necessary upgrades or changes to this infrastructure.

PS Contractor Responsibilities

- Review the Data Center Assessment document for completeness and provide comments and recommendations for changes

PS Contractor Deliverable

- Report/Analysis of the Data Center Assessment Document including any recommended changes (Price Line 70)

3.5.3.7 VWT Task 21: State Site Preparation

The NJ SUCCESS Site Assessment Report, to be developed by the DDI Contractor describes the office technology infrastructure and the related environmental factors affecting NJDOL operations. Details are to be provided of the individual State office locations. Emphasis will be placed on the server room, wire closet, and LAN cable plant of each facility. An analysis of this data will identify facilities improvements that may be required for successful deployment of NJ SUCCESS. This information, giving insight into the operating environment of the agency's field offices, will guide NJDOL in the implementation and deployment of NJ SUCCESS.

PS Contractor Responsibilities

- Review the State Site Preparation Document for completeness and provide comments and recommendations for changes

PS Contractor Deliverable

- Report/Analysis of the State Site Preparation Document including any recommended changes (Price Line 71)

3.5.3.8 VWT Task 22: Data Dictionary/Operational Data Store (ODS)/Data Warehouse/Data Marts

This foundational project is currently underway and serves as a backbone for the NJ SUCCESS system.

NJDOL, in conjunction with NJ's Office of Information Technology, is currently working on this project. NJDOL will be seeking the review by the PS Contractor of the progress of this project as early as possible to validate NJ's approach. It is understood and anticipated that this project and the work that has been accomplished to date will have to be reviewed and validated by the DDI Contractor.

PS Contractor Responsibilities

The PS Contractor will be required to review the Data Dictionary, ODS, Data Warehouse and Data Mart project documentation for completeness and provide comments and recommendations for changes

PS Contractor Deliverable

- Report/Analysis of the Data Dictionary, ODS, Data Warehouse and Data Mart project documentation and provide any recommended changes (Price Line 72)

3.5.3.9 VWT Task 23: Business Continuity Plan

The DDI Contractor will develop and deliver a Business Continuity Plan. This plan will be developed in conjunction with the Disaster Recovery Plan that will also be developed by the DDI Contractor. The DDI Contractor will be responsible to develop a plan which considers the potential business impacts of service interruption and to understand the underlying risks. These are the foundations upon which a sound business continuity plan should be built. This plan should address the following components:

- Guidelines for top-management
- Executive Risk Assessment

- Manual work-around procedures that would be required in the short term if system failures occur
- Impact Analysis
- Prioritize the operations to be maintained and how to maintain them
- Staff assignments
- Identification of Resources
- Plan Documentation
- Review with key employees testing of the plan, and training of all employees
- Provide a methodology which ensures update of the plan

PS Contractor Responsibilities

The PS Contractor will be required to review and evaluate the Business Continuity Plan developed by the DDI Contractor for completeness and provide comments and recommendations for change.

PS Contractor Deliverable

- Report/Analysis of the Business Continuity Plan documentation providing any recommended changes to the document (Price Line 73)

3.5.3.10 VVT Task 24: Disaster Recovery Plan

The DDI Contractor is expected to develop and deliver a Disaster Recovery Plan. A disaster recovery plan (DRP) is a guide to the orderly restoration of information services or processes in the event of a disaster. This plan will be developed in conjunction with the Business Continuity Plan that will also be developed by the DDI Contractor. The DDI Contractor will be responsible to develop a plan, which considers the potential business impacts of service interruption, and to understand the underlying risks. These are the foundations upon which a sound Disaster Recovery Plan should be built. This plan should address the following components:

- The procedures required to put the disaster recovery strategies into effect
- Documentation of the actions and activities needed to resume business
- Identify mission-critical business processes and their recovery requirements
- Update existing plans to include changes in business procedures and organization
- Apply current best practices and examine newly introduced technologies and services that could be useful
- Recommend actions to reduce risk
- Identification of alternative approaches (offsite backup, etc.)
- Plan documentation
- Review with key employees, test the plan, and train all employees
- Provide a methodology which ensures update of the plan

PS Contractor Responsibilities

The PS Contractor shall review and evaluate the Disaster Recovery Plan developed by the DDI Contractor for completeness and provide comments and recommendations for change.

PS Contractor Deliverable

- Report/Analysis of the Disaster Recovery Plan documentation including any recommended changes to the documented procedures (Price Line 74)

3.5.3.11 VVT Task 25: Reports

The DDI Contractor must design and implement a database that allows full utilization of the database management system and installed software tools. The DDI Contractor will also be required to provide a solution that makes all data contained in the database available to authorized State users, authorized external users, and the general population through the use of various software tools that provide the capability for ad hoc reporting and analysis. This database design will support the ability to design and deliver reports that are useful and meaningful, and can support the Agency in determining whether or not the measurable objectives are being met. These reports will fall into 3 major categories:

- **Management Reports:** These reports provide UI Management with information on the overall functioning of UI Benefit System Delivery Services in New Jersey. These reports will allow

management to assess the levels of operations, case processing characteristics and trends in UI Benefit System delivery. These reports will also have the ability to provide performance measures of delivery of services throughout the State.

- **Production Reports:** these reports will aid front-line supervisors and front-line workers in the management, processing and tracking of cases and caseloads. These reports will be used by the front-line personnel to help process individual cases, track timeframes and events, maintain schedules, and follow cases through the system.
- **Federal/State Reports:** these reports are those that are federally or State mandated reports that are required to be produced to deliver accurately and timely data.

PS Contractor Responsibilities

The PS Contractor shall review and comment upon the DDI Contractor's:

- System design documentation for management, production, federal and State report modules, draft and final versions
- Test plan for management, production, federal and State report module
- Test results for management, production, federal and State report module
- User documentation of each management, production, federal and State report
- Cross-checking reports for each management, production, federal and State report to clearly demonstrate that it is capturing the correct data
- Job schedule of management, production, federal and State reports
- Ad hoc reporting tool recommended by DDI Contractor
- Testing of ad hoc reporting tool capabilities
- Verify successful extraction and submission of State and Federally mandated reports/data

PS Contractor Deliverables

- A report evaluating the DDI Contractor's system design document for report modules, draft and final versions (Price Line 75)
- A report evaluating the DDI Contractor's test plan and test results for report modules (Price Line 76)
- A report evaluating the DDI Contractor's user documentation for each report module (Price Line 77)
- A report evaluating the DDI Contractor's cross-checking reports for each report to clearly demonstrate that it is capturing the correct data (Price Line 78)
- A report evaluating the DDI Contractor's combined job schedule of reports (Price Line 79)
- A report evaluating the DDI Contractor's recommended ad hoc reporting tool and the testing of that tool (Price Line 80)
- A report verifying the successfully extraction and submissions of State and Federally mandated reports/data (Price Line 81)

3.5.3.12 VVT Task 26: Interfaces to External Systems

The DDI Contractor will be responsible to ensure that all interfaces to external systems are identified and addressed in the NJ SUCCESS system.

PS Contractor Responsibilities

Review interface design documents, including file layouts, processing, frequency, scheduling, handling of anomalies, and any other specifications.

- Review interface documentation for internal and external users, and support staff
- Review Interface Programs
- Review Interface test plans and test results
- Validate Interface results

PS Contractor Deliverables

- Report evaluating DDI Contractor's interface design documents, including file layouts, processing, frequency, scheduling, handling of anomalies, and any other specifications. (Price Line 82)
- Report evaluating DDI Contractor's interface documentation for users both internal and external and support staff (Price Line 83)
- Report evaluating DDI Contractor's Interface programs (Price Line 84)
- Report evaluating DDI Contractor's Interface test plans (Price Line 85)
- Report evaluating DDI Contractor's interface test results (Price Line 86)

3.5.3.13 VVT Task 27: Procedures/Documentation

The DDI Contractor will be required to develop and deliver appropriate procedures/documentation for NJ SUCCESS. This includes: technical system documentation, user documentation, user's quick reference guides, and any other State/federal required documentation. At a minimum these deliverables will include:

- Purpose/Goal Statement for Documentation
- Documentation Objectives and Products/Services to be Delivered
- Documentation Measures of Success
- Controls to Monitor and Measure Performance
- Out of Scope Items
- Scope Influences (Assumptions/Constraints/Risks)
- Documentation Approach
- Roles and Responsibilities
- Milestones and Target Dates
- Facilitating Processes
- Documentation Plan Review and Approval

PS Contractor Responsibilities

The PS Contractor shall review and comment upon the DDI Contractor's:

- Documentation methodology plan
- Draft and final versions of the system and user documentation
- Online Help Facility
- Online Policy Facility
- User's Quick Reference Guides

PS Contractor Deliverables

- Report evaluating DDI Contractor's documentation methodology plan (Price Line 87)
- Report evaluating DDI Contractor's final versions of the system and user documentation (Price Line 88)
- Report evaluating DDI Contractor's Online Help Facility (Price Line 89)
- Report evaluating DDI Contractor's Online Policy Facility (Price Line 90)
- Report evaluating DDI Contractor's User's Quick Reference Guides (Price Line 91)

3.6 General Project Operating Protocols

3.6.1 Contractor Project Administrators

The PS Contractor shall designate one Contractor Project Administrator to assume project responsibility for VV&T Services and one Contractor Project Administrator for all other services. It is mandatory that the proposed Contractor Project Administrators have experience managing a project comparable in size and scope. The State requires the Contractor Project Administrators to be committed and available to this project on a full-time basis, and to be present, on a weekly average of at least sixty percent (60%) of the Project's time on-site at the DOL in Trenton, New Jersey and that time shall be incurred during normal workday business hours (8 a.m. – 5 p.m.).

3.6.2 Presentation of Project Deliverables

During the course of the project, the PS Contractor shall provide the deliverables identified in each task within the Scope of Work to the State Contract Manager at the completion of the task.

Draft deliverables shall be provided to the State Contract Manager electronically. Final Deliverables shall be provided to the State Contract Manager electronically along with a maximum of 25 hard copies to be requested by the State Contract Manager.

A task will not be considered complete until all associated deliverables have been accepted and approved by the State.

3.6.3 State Review and Approval or Rejection of Deliverables

The State Contract Manager, will review and submit comments on each deliverable to the PS Contractor within seven (7) to twenty-eight (28) working days of receipt, depending on the complexity of the deliverable and the volume of information submitted. The review is to ensure that the deliverable is complete and functionally correct, that it conveys the information in a manner that will facilitate the development of an effective system. The PS Contractor is responsible for resolving any problems that are discovered. Any issues that require significant time and/or personnel resources must be brought to the attention of the State Contract Manager. Those issues must be documented by the PS Contractor and presented at status meetings held with State management personnel.

The State Contract Manager shall accept, reject or formally question the contents of all documents and deliverables. No deliverable will be deemed finalized until formally accepted (signed-off) by the proper review authority as determined by the State Contract Manager.

3.6.4 Contractor Project Management Reporting (Price Line 1)

For the purposes of contract and project management, the contractor's Project Administrator will report to the State Contract Manager or the State Contract Manager's designated representative.

The PS Contractor's Project Administrator will be required to meet on a weekly basis with the State Contract Manager or the State Contract Manager's designated representative, and other personnel as appropriate. Those weekly meetings will be held at the DOL UI Offices in Trenton, New Jersey for the purpose of reviewing the progress of the project, answering questions, clarifying issues, reviewing the project plan, and resolving problems that do not require review by the steering committee, or the Director. The PS Contractor must provide a sufficient number of copies of all reports or other documents for all attendees at each meeting, the number of which will be determined by the State Contract Manager. The PS Contractor must provide all necessary special equipment, such as overhead projector, etc., needed for such meetings.

3.6.5 Project Status Reports (Price Line 1)

The PS Contractor's Project Administrator must provide the following management reports on a biweekly basis.

- A list of tasks and their associated deliverables completed and awaiting approvals at the end of the reporting period (since the last meeting), with completion dates identified;
- a list of tasks in progress, but not completed during the reporting period (since the last meeting);
- identification of tasks ahead of schedule;
- a list of tasks behind schedule, or scheduled to have started, but were not started, together with reasons for delays;
- problems encountered in the current or prior reporting periods and proposed solutions;
- problems resolved since the last meeting and the methods of resolution;
- a list of any questions, and/or issues that must be resolved;
- identification and justification of any adjustments in the schedule (time), resources (staff), scope of work, and costs;
- disputed items;

- a schedule for the next two week's activities including deliverables and dates.
- risk status

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

4.3 Number of Bid Proposal Copies

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **twelve (12) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

AB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.1	Ownership Disclosure Form (Attachment 1)
		4.4.1.2	MacBride Principles Certification (Attachment 2)
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
		4.4.1.5	Bid Bond
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Not applicable
		4.4.2.5	Potential Problems
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
4	Cost Proposal	4.4.4	Price Schedules (Attachment 4)

4.4.1 Section 1 – Forms

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another contractor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP.

4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.4 Bid Bond

Not applicable to this procurement.

4.4.2 Section 2 - Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.2.1 Management Overview

4.4.2.1.1 Vendor's Approach

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

4.4.2.1.2 Detailed Plans

The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion. Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract.

The detailed plans shall mirror Section 3.0: The Scope of Work and should be divided into the following Four (4) discrete subsections:

- Project Start Up Services
- NJ SUCCESS DDI RFP Development Services
- Project Management Services
- Verification, Validation and Testing (VVT) Services

In addition, the technical proposal detailed plan section of the bid proposal must include:

- Interim Draft Project Plan (see section 3.1.4)
- A bidder responding to this proposal should add and distinguish any additional steps or tasks in their bid proposal that they believed are necessary to successfully complete the project services responsibilities.

4.4.2.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

At a minimum, the State requires the PS Contractor to use PMBOK as a foundational basis to manage this project. However, if, based upon experience, the PS Contractor would like to recommend the use of a different methodology, the PS Contractor shall include its rationale and recommendations in its bid proposal. (see section 3.4.2)

4.4.2.3 Contract Schedule

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

4.4.2.4 Mobilization and Implementation Plan

Not applicable to this procurement.

4.4.2.5 Potential Problems

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

4.4.3 Section 3 - Organizational Support and Experience

The bidder shall include all information requested in this section along with any additional information which will assist the Evaluation Committee in assessing the bidder's ability to fulfill the requirements of this project.

4.4.3.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 Organization Chart (Contract Specific)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-contractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.3.4 Experience of Bidder/Team Members on Contracts of Similar Size and Scope

For both the bidder and the individual team members, emphasis should be placed on contracts that are similar in scope to the services requested by this RFP. Specifically, in its bid proposal, the bidder must have and document for the firm and team members, the following experience:

- RFP experience:

- Recent experience supporting a government in the procurement of a new system, including requirements definition, RFP development, proposal evaluation, bidder selection, negotiation, contract administration
 - Business Expert - Use Cases, Knowledge of UI, experience with large-scale implementation during design and implementation phases
 - Technical Expert - Experience in database, systems, infrastructure, systems integration, testing, security, interfaces
 - Project manager - large scale implementation experience within the UI arena
 - Samples – Samples of RFPs of similar size and scope that they have prepared (See Section 3.2)
- Project Management Oversight Experience:
 - Project Planning
 - Managing Scope
 - Issue Resolution
 - Change Management
 - QA/VV&T Vendor Experience:
 - Testing Strategy
 - Testing process
 - Script development
 - Scheduled Code reviews
 - Script reviews
 - Testing Reviews

Team Member Resumes

Detailed resumes shall be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes shall be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes shall include the following:

- Clear identification of the individual's previous experience in completing similar contracts.
- Beginning and ending dates for each similar contract.
- A description of the contract including a description of the individual's work on the completed contract as it relates to the individual's ability to contribute to the success of the project that is the subject of this RFP.
- The contact name, address, phone number and e-mail address for each similar project

Bidder Experience

The bidder shall provide a comprehensive listing of contracts of similar size and scope that the bidding firm has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis shall be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts shall include:

- A description of the contract including a description of how it relates to the bidder's ability to contribute to the success of the project that is the subject of this RFP
- Beginning and ending dates for each similar contract
- A list of proposed team members who were involved in the project and their roles on the project
- The contact name, address, phone number and e-mail address for each similar project
- The contract value

4.4.3.5 Financial Capability of the Bidder

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.4.3.6 Subcontractor(s)

- A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 Section 4 - Cost Proposal

The bidder shall submit:

1. A completed price schedule which is attached to the RFP as [Attachment 4](#).
2. A comprehensive chart showing the person-hours proposed to meet the requirements of this RFP. This chart will be designed to correlate to the tasks, sub-tasks or other work elements required by the RFP. The bidder will set forth, for each task, sub-task or other work element, the total number of person-hours, broken down by labor category, proposed to complete the contract.
3. A list of all titles and hourly rates that may be used in the event of additional work.

The completed person-hour chart (2) shall be consistent with the completed price schedule (1).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addenda to this RFP, the contractor's bid proposal, and the Division's Notice of Award.

Unless specifically noted within this RFP, the Special Terms and Conditions take precedence over the Standard Terms and Conditions (attached as [Appendix 1](#)).

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 Performance Bond

Not applicable to this procurement

5.3 Business Registration

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of five (5) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to two (2) years, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth, orderly and timely transition to the replacement contractor. Such transitional period shall not extend for more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

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

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes for the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Division of Accounting Procurement Officer who in turn will submit it to the Director for final written approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

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

Should the bidder anticipate using pre-existing intellectual property to perform any of the services required under the contract, the intellectual property must be identified in its bid proposal. Otherwise, the language in the first paragraph of this section shall prevail. If the bidder identifies such intellectual property ("Background

IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, shall remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

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

5.14 Advertising

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

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies

5.16.1 Claims

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

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.16.3 Remedies for Non-performance

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies owed to the defaulting contractor or being an obligation owed to the State by the defaulting contractor.

5.17 Late Delivery

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date of any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for damages incurred.

5.18 Retainage

The amount of retainage is noted on the RFP cover sheet (Page 3 of this RFP). The using agency shall retain the stated percentage (10%) of each invoice submitted for the life of the project. Upon certification by the State Contract Manager that project tasks have been satisfactorily completed as well as receipt and acceptance of the Contractor's project final deliverable, the cumulative amount shall be released.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both NJ DOL and the Director.

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

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

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

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward it to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

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

5.23 Form of Compensation and Payment

This Section supplements [Section 4.5 of the RFP's Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency on a monthly basis. The invoice shall include billing for the completed month's price line 1 services along with billing for completed tasks. The contractor shall provide supporting documentation evidencing that the tasks for which payment is sought have been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. The State Contract Manager must approve all invoices before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed and accepted by NJ DOL.

5.24 Optional Deliverables

The State of New Jersey Department of Labor has attempted to include the various tasks and deliverables associated with a Project Services contract. However, if, based upon experience, a bidder believes a task and/or deliverable or series of tasks/deliverables have been overlooked, bidders are encouraged to provide in their proposal a detailed description of the task/deliverable, explain how it relates to and benefits the project along with the associated cost.

Bidders should be aware that these options are to be priced separately from the prices associated with the scope of work for this project. A separate pricing line has been added to the price sheet, to facilitate pricing in accordance with these optional deliverables. (Price Line 92)

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 Proposal Evaluation Committee

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of bid Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Evaluation Criteria

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

6.3.1 The Bidder's General Approach and Plans in Meeting the Requirements of this RFP

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 The Bidder's Cost Proposal

For evaluation purposes, bidders' cost proposals will be ranked according to the total bid price in Line 93 of [Attachment 4](#).

6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Reciprocity Form](#) (*Optional Submittal*)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE & PROPERTY
 STATE OF NEW JERSEY
 33 W. STATE ST., 9TH FLOOR
 PO BOX 230
 TRENTON, NEW JERSEY 08625-0230

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <u>(Shares Owned or % of Partnership)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <u>(Shares Owned or % of Partnership)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

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

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____

(Signature)

Address: _____

PRINT OR TYPE: _____ **(Name)**

PRINT OR TYPE: _____ **(Title)**

FEIN/SSN#: _____

Date _____

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME _____ OF _____ BIDDER: _____

SUPPLEMENT TO BID SPECIFICATIONS

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, SEX, 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, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, 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.
5. THE CONTRACTOR OR SUBCONTRACTOR 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.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, 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 PERSONNEL TESTING CONFORMS WITH 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. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS 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 ADMINISTRATIVE CODE (NJAC17:27) .

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",
or

If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

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

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

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

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

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

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

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

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

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY
	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY
	STATE	ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY
	STATE	ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED	COUNTY	OUT OF STATE PERCENTAGES		ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR		MINORITY	FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMAL E	MALE				FEMALE				
				BLAC K	HISPA NIC	AMERI CAN INDIAN	ASIAN	BLAC K	HISPA NIC	AMERI CAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employment from Previous Report (if any)												

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

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED AA.302 MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED		

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE) CONTRACTOR EEO OFFICER	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

ATTACHMENT 4 - PRICE SCHEDULES

PRICE SHEET		TERM CONTRACT – ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8TH FL P.O. BOX 320 TRENTON, NEW JERSEY 08625-023		NUMBER : 04-X- OPEN DATE : 06/13/03 TIME: 2:00 PM T-NUMBER : T0769 BIDDER: FEIN:	
LINE NO	COMMODITY-SERVICE DESCRIPTION	UNIT	PRICE
		Per Month	Extended
001	General reporting, meetings and ongoing oversight (Recurring Tasks)		
001A	Project Startup (Months 1-2)		
001B	RFP/Project Management Preparation (Months 3-9)		
001C	Detailed Design and Development (Months 9-20)		
001D	Initial Implementation (Months 21-33)		
001E	Statewide Implementation (Months 34-45)		
001F	Post Implementation (Months 46-60)		
			Firm Fixed All Inclusive Price
002	Start Up Task 3: State Contract Manager approved plan and facility for Documentation Repository/ Project files (3.1.3)	Task	_____
003	Draft Project Plan, inclusive of scheduling and staffing (3.1.4)	Task	_____
004	Final Project Plan, inclusive of scheduling and staffing (3.1.4)	Task	_____
005	Review of Use Cases and presentation of 8 two-day workshops for 5-10 people each (3.2.1)	Task	_____
006	Use Case Evaluation Report and Plan (3.2.1)	Task	_____
007	Use Case Modifications (3.2.1)	Hourly Rate:	Leave blank
008	Additional Use Cases (3.2.1)	Per Case:	Leave blank
009	Draft DDI Project RFP (3.2.2)	Task	_____
010	Final DDI Project Request for Proposal (RFP) (3.2.3.1)	Task	_____
011	Evaluation Strategy Document inclusive of criteria, procedures and tools (3.3)	Task	_____
012	Master Project Plan and Updates (3.4.3.1)	Task	_____
013	Scope Planning for Existing Projects Document (3.4.3.2)	Task	_____
014	Scope Change Control Methodology Document (3.4.3.3)	Task	_____
015	Project Activities and Timelines Assessment Document (3.4.3.3)	Task	_____
016	Skills Requirement and Development Document (3.4.3.3)	Task	_____
017	Standards for Controlling Scheduling in Change Document (3.4.3.3)	Task	_____
018	Project Costs Document (3.4.3.4)	Task	_____
019	Standards for Controlling Budgetary Changes Document (3.4.3.4)	Task	_____
020	Procedures and criteria for establishing Quality Assurance Standards Document (3.4.3.5)	Task	_____
021	Standards for Identifying, Documenting, and Assigning Project Roles, Responsibilities, and Reporting Relationships Document (3.4.3.6)	Task	_____
022	Standards for Developing Individual and Group Skills to Enhance Project Performance Document (3.4.3.6)	Task	_____
023	Standards for Collecting and Disseminating Performance Information Document (3.4.3.7)	Task	_____
024	Standards for Generating, Gathering, and Disseminating Information to Formalize Phase or Project Completion Document (3.4.3.7)	Task	_____
025	Risk Management Document (3.4.3.8)	Task	_____
026	Risk Management Registry Template (3.4.3.8)	Task	_____
027	Procurement Standards Document (3.4.3.9)	Task	_____
028	Change Request Tracking System and Template (3.4.3.10)	Task	_____
029	Evaluation Criteria document (3.4.3.10)	Task	_____
030	Change Management for Projects Document (3.4.3.11)	Task	_____
031	Document evaluating the PMO operations (3.4.3.12)	Task	_____

PRICE SHEET		TERM CONTRACT – ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8TH FL P.O. BOX 320 TRENTON, NEW JERSEY 08625-023		NUMBER : 04-X- OPEN DATE : 06/13/03 TIME: 2:00 PM T-NUMBER : T0769 BIDDER: FEIN:	
032	Identification and Implementation Knowledge Transfer Document (3.4.3.13)	Task	_____
033	A report evaluating the project work plan, communications plan, technical standards, and project management procedures proposed by the DDI Contractor. (3.5.2.1)	Task	_____
034	Orientation Plan (3.5.2.2)	Task	_____
035	VVT Orientation Session for State and DDI Staff (3.5.2.2)	Task	_____
036	Requirements Document Evaluation Report: (3.5.2.3)	Task	_____
037	Report evaluating DDI Contractor's Conceptual System Design Document (3.5.2.4)	Task	_____
038	Report evaluating DDI Contractor's Detailed System Design (3.5.2.5)	Task	_____
039	Report evaluating the DDI Contractor's database design and architecture (3.5.2.5)	Task	_____
040	Report evaluating the recommendations for hardware, software and infrastructure (3.5.2.5)	Task	_____
041	Report evaluating the workflow and procedures documents (3.5.2.5)	Task	_____
042	Report evaluating the DDI Contractor's proposed change management plan (3.5.2.5)	Task	_____
043	Report evaluating the security plan (3.5.2.5)	Task	_____
044	Written plan for the review of the programming completed by the DDI Contractor (3.5.2.6)	Task	_____
045	Report evaluating programming design documents prepared by the DDI Contractor (3.5.2.6)	Task	_____
046	A report evaluating the coding done by the DDI Contractor which assesses whether the coding was done in a manner consistent with the programming review plan (3.5.2.6)	Task	_____
047	Report evaluating the proposed testing methodologies and processes planned by the DDI Contractor (3.5.2.7)	Task	_____
048	Report evaluating the result of the DDI Contractor's Unit Tests, recommending necessary changes in procedures or program (3.5.2.7)	Task	_____
049	Report evaluating the DDI Contractor's performance test plan (3.5.2.7)	Task	_____
050	Report evaluating the DDI Contractor's performance test results (3.5.2.7)	Task	_____
051	Report providing results of all tests conducted including recommendations for changes and modifications (3.5.2.8)	Task	_____
052	Report evaluating the DDI Contractor's Acceptance Test plan, including recommended changes (3.5.2.9)	Task	_____
053	Report evaluating the Acceptance Test, including the evaluation of the VVT Contractor's Acceptance Test analysis report (3.5.2.9)	Task	_____
054	Report providing an analysis of the DDI Contractor's training plan (3.5.2.10)	Task	_____
055	Report providing an analysis and evaluation of the DDI Contractor's conversion plan (3.5.2.11)	Task	_____
056	Report evaluating the Pilot Test Plan proposed by the DDI Contractor, including recommended changes (3.5.2.12)	Task	_____
057	Report evaluating the Pilot Test, including an evaluation of the DDI Contractor Pilot Test Analysis Report (3.5.2.12)	Task	_____
058	Report providing an analysis and evaluation of the DDI Contractor's proposed implementation plan including recommended changes (3.5.2.13)	Task	_____

PRICE SHEET		TERM CONTRACT – ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8TH FL P.O. BOX 320 TRENTON, NEW JERSEY 08625-023		NUMBER : 04-X- OPEN DATE : 06/13/03 TIME: 2:00 PM T-NUMBER : T0769 BIDDER: FEIN:	
059	Report evaluating the statewide implementation of the NJ SUCCESS system, including an evaluation of the DDI Contractor's analysis report (3.5.2.13)	Task	_____
060	Report recommending priority for fixes and enhancements (3.5.2.14)	Task	_____
061	Report evaluating DDI Contractor system documentation and turnover plan (3.5.2.14)	Task	_____
062	Report evaluating DDI Contractor implementation of enhancements (3.5.2.14)	Task	_____
063	Report evaluating completeness of final DDI Contractor deliverables (3.5.2.14)	Task	_____
064	Report which analyzes feedback from Help Desk and NJDOL staff (3.5.2.14)	Task	_____
065	Report/Analysis of the SAS Document including any recommended changes (3.5.3.1)	Task	_____
066	Report/Analysis of the Resource Requirements Document including any recommended changes (3.5.3.2)	Task	_____
067	Report/Analysis of the Capacity Analysis Document including any recommended changes (3.5.3.3)	Task	_____
068	Report/Analysis of the Network Assessment Document including any recommended changes (3.5.3.4)	Task	_____
069	Report/Analysis of the Desktop Assessment Document including any recommended changes (3.5.3.5)	Task	_____
070	Report/Analysis of the Data Center Assessment Document including any recommended changes (3.5.3.6)	Task	_____
071	Report/Analysis of the State Site Preparation Document including any recommended changes (3.5.3.7)	Task	_____
072	Report/Analysis of the Data Dictionary, ODS, Data Warehouse and Data Mart project documentation and provide any recommended changes (3.5.3.8)	Task	_____
073	Report/Analysis of the Business Continuity Plan documentation providing any recommended changes to the document (3.5.3.9)	Task	_____
074	Report/Analysis of the Disaster Recovery Plan documentation providing any recommended changes to the document (3.5.3.10)	Task	_____
075	Report evaluating the DDI Contractor's system design document for report modules, draft and final versions (3.5.3.11)	Task	_____
076	Report evaluating the DDI Contractor's test plan and test results for report modules (3.5.3.11)	Task	_____
077	Report evaluating the DDI Contractor's user documentation for each report module (3.5.3.11)	Task	_____
078	Report evaluating the DDI Contractor's cross-checking reports for each report to clearly demonstrate that it is capturing the correct data (3.5.3.11)	Task	_____
079	Report evaluating the DDI Contractor's combined job schedule of reports (3.5.3.11)	Task	_____
080	Report evaluating the DDI Contractor's recommended ad hoc reporting tool and the testing of that tool (3.5.3.11)	Task	_____
081	Report verifying the successfully extraction and submissions of State and Federally mandated reports/data (3.5.3.11)	Task	_____
082	Report evaluating DDI Contractor's interface design documents, including file layouts, processing, frequency, scheduling, handling of anomalies, and any other specifications. (3.5.3.11)	Task	_____

PRICE SHEET		TERM CONTRACT – ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8TH FL P.O. BOX 320 TRENTON, NEW JERSEY 08625-023		NUMBER : 04-X- OPEN DATE : 06/13/03 TIME: 2:00 PM T-NUMBER : T0769 BIDDER: FEIN:	
083	Report evaluating DDI Contractor's interface documentation for internal and external users and support staff (3.5.3.12)	Task	_____
084	Report evaluating DDI Contractor's Interface Programs (3.5.3.12)	Task	_____
085	Report evaluating DDI Contractor's Interface test plans (3.5.3.12)	Task	_____
086	Report evaluating DDI Contractor's Interface test results (3.5.3.12)	Task	_____
087	Report evaluating DDI Contractor's documentation methodology plan (3.5.3.12)	Task	_____
088	Report evaluating DDI Contractor's final versions of the system and user documentation (3.5.3.13)	Task	_____
089	Report evaluating DDI Contractor's Online Help Facility (3.5.3.13)	Task	_____
090	Report evaluating DDI Contractor's Online Policy Facility (3.5.3.13)	Task	_____
091	Report evaluating DDI Contractor's User's Quick Reference Guides (3.5.3.13)	Task	_____
092	The contractor may propose additional deliverables that are required by its proposed methodology and are within the requirements of this RFP as referenced in sections: 3.5.2.3; 3.5.2.5; and 5.24. Please provide separate pricing and descriptions and list totals here.	Task	_____
093	Additional Work (Attach a listing of all titles and rates that may be used See section 4.4.4 #3)		_____
094	TOTAL		

LINE 1: Recurring tasks	
Details	
Reference #	Deliverable
	Recurring Tasks: Including general reporting, meetings and ongoing oversight
3.1.1	Start Up Task 1: Kick Off Meeting
3.1.2	Start Up Task 2: Plan, Supervise, Coordinate Project
3.1.4	Project Plan Updates, inclusive of scheduling and staffing
3.4.3.14	Bi-Weekly Reporting
3.4.3.15	Monthly Reporting/ Formal Progress Review Documents
3.5.2.1	Written evaluation of monthly reports/project plan status
3.6.4	Contractor Project Management Reporting
3.6.5	Project Status Reports

ATTACHMENT 6 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with you bid response proposal.

.....
Name of Locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution Regulations/Laws
 Notice to Bidder Other _____

Name of Firm Submitting this information

Please Print

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
 - III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. **LIABILITIES**

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 **BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 - 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 - 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 CONTRACTOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
 - 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
 - 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Contractor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the contractor or contractors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

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

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

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

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

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

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

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

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

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

4.5 PAYMENT TO CONTRACTORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

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

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. 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 State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., 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.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State contractor shall be reported in writing forthwith by the contractor to the Attorney General and the Executive Commission on Ethical Standards.

- c. 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 State officer or employee or special State officer or employee or special 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 N.J.S.A. 52: 130-13g. 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 contractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or 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 contractor 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 contractor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with contractors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX NOTICE

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

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under 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 by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

SET-ASIDE CONTRACT	TERM CONTRACT – ADVERTISED BID PROPOSAL	
	NUMBER:	
	OPEN DATE:	
	T-NUMBER:	
	BIDDER:	
NOTICE TO BIDDERS		
SET-ASIDE CONTRACT N.J.S.A. 52:32-17 N.J.A.C. 17:13, 12A:10		
<p>PURSUANT TO THE PROVISIONS OF THE NEW JERSEY STATUTE AND ADMINISTRATIVE CODE CITED ABOVE, THIS CONTRACT, OR A PORTION THEREOF, HAS BEEN DESIGNATED AS A SET-ASIDE CONTRACT FOR SMALL BUSINESS. AS INDICATED ON PAGE ONE OF THIS DOCUMENT, AS SUCH, ELIGIBILITY TO BID IS LIMITED TO BIDDERS THAT MEET STATUTORY AND REGULATORY REQUIREMENTS AND HAVE HAD THEIR ELIGIBILITY DETERMINED BY THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION (COMMERCE). THE DEFINITIONS OF EACH SMALL BUSINESS SET-ASIDE CATEGORY CAN BE FOUND AT N.J.A.C. 17:13-1.2 OR N.J.A.C.12A:10-1.2. A COPY OF N.J.A.C. CHAPTER 10, GOODS AND SERVICES CONTRACTS FOR SMALL BUSINESSES IS ATTACHED HERETO.</p>		
<p>AS YOU WILL SEE IN THE REGULATIONS ATTACHED; "SMALL BUSINESS" MEANS A BUSINESS THAT HAS ITS PRINCIPAL PLACE OF BUSINESS IN THE STATE OF NEW JERSEY, IS INDEPENDENTLY OWNED AND OPERATED, AND HAS NO MORE THAN 100 FULL-TIME EMPLOYEES.</p>		
<p>THE NEW PROGRAM PLACES SMALL BUSINESS INTO THE FOLLOWING CATEGORIES: THOSE WITH GROSS REVENUE UP TO \$500,000; THOSE WITH GROSS REVENUES OF UP TO \$5 MILLION; AND THOSE WITH GROSS REVENUES THAT DO NOT EXCEED \$12 MILLION. WHILE COMPANIES REGISTERED AS HAVING REVENUES BELOW \$500,000 CAN BID ON ANY CONTRACT, THOSE EARNING MORE THAN THE \$500,000 AND \$5 MILLION AMOUNTS WILL NOT BE PERMITTED TO BID ON CONTRACTS DESIGNATED FOR REVENUE CLASSIFICATIONS BELOW THEIR RESPECTIVE LEVELS.</p>		
<p>EACH BUSINESS INTERESTED IN BIDDING FOR THIS CONTRACT SHOULD PROVIDE, AS A PART OF ITS RESPONSE TO THIS SOLICITATION, A COPY OF ITS CURRENT APPROVAL NOTICE FROM THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION. ANY BUSINESS THAT SEEKS TO REGISTER AS A SMALL BUSINESS IS REQUIRED TO SUBMIT A FEE PAYMENT ALONG WITH ITS APPLICATION TO COMMERCE.</p>		
<p>ALL NECESSARY FORMS AND ANY ADDITIONAL INFORMATION CONCERNING REGISTRATION AND CERTIFICATION MAY BE OBTAINED BY CONTACTING COMMERCE'S OFFICE OF SMALL BUSINESS SERVICES, BY TELEPHONE AT THE NUMBER BELOW, OR BY MAIL, OR IN PERSON BETWEEN THE HOURS OF 9:00 AM AND 5:00 PM AT THE ADDRESS BELOW:</p>		
<p>NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION OFFICE OF SMALL BUSINESS SERVICES 20 WEST STATE STREET - 4TH FLOOR PO BOX 820 TRENTON, NJ 08625-0820 TELEPHONE: 609/292-2146</p>		