



# Request for Proposal 06-X-38138

**For: Management Services: Independent Verification and Validation Services for the Automated Child Support Enforcement System (ACSES)**

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to RFP Section 1.3.1 for more information.)	10/14/05	5:00 PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for important details about the new electronic bid option.)	10/14/05	9:30 AM
<b>Mandatory Site Visit</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	Not Applicable	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.5</a> for more information.)	10/28/05	02:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Set-Aside	Status	Category
<b>Small Business</b> (Refer to <a href="#">RFP Section 4.4.1.8</a> for more information.)	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input checked="" type="checkbox"/> Sub Contracting Only	<input type="checkbox"/> III

RFP Issued By

Using Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

State of New Jersey  
Department of Human Services

Date: September 29, 2005

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## 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 Human Services (DHS), Division of Family Development (DFD), Office of Child Support Services (OCSS).

The purpose of this RFP is to solicit bid proposals to engage a contractor for Independent Verification and Validation (IV&V) of a new statewide automated Child Support System. IV&V consists of activities performed by a vendor *not* under the control of the organization that is developing the new system. This document defines the IV&V services required by DHS, DFD, OCSS in support of its re-engineering of the Automated Child Support Enforcement System.

The expected services are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

The NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml> 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 this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

#### 1.1.1 CONFLICT OF INTEREST EXCLUSION

Any contractor (and its subcontractors) serving in the role of IV&V service contractor/provider to the State's ACSES re-engineering project is prohibited from soliciting, proposing or being awarded any project management, quality assurance, software design, development or other manner of implementation phase work (excluding IV&V services) on that project and/or any other project within the DHS. This exclusion is executed in accordance with Federal regulations at 45 CFR Part 307.15(b) (10) (ii), which require that this IV&V effort "... be conducted by an entity that is independent from the State (unless the State receives an exception from OCSE)." This is in accordance with Federal regulations at 45 CFR Part 92, which require "... to the maximum extent practical, open and free competition..." and require that the State be "... alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade."

The effect of this is to preclude from this solicitation all contractors who are involved in, prepare, advise on, or have access to the creation and/or preparation of a Statement of Work (SOW) or Request for Proposal (RFP) or other solicitation vehicle. This also precludes those closely involved with the State staff responsible for such solicitation preparations.

## 1.2 BACKGROUND

### 1.2.1 Program Administration and Organization

The Child Support Program was established in 1975 as Part D of Title IV of the Social Security Act. The purpose of the program is to locate non-custodial parents, establish paternity for children born out of wedlock, and obtain and enforce child and medical support orders.

In New Jersey, the Child Support Program is State supervised and State and locally administered. The DFD, OCSS serves as the State IV-D agency responsible for the overall administration of the program and has a cooperative agreement with the Administrative Office of the Courts (AOC) for assistance in the establishment and enforcement of child support orders. The OCSS directly manages certain services such as, but not limited to, the State Parent Locator Service, the tax refund and unemployment benefit offset programs, and monitoring/assessment studies of all local IV-D offices. The AOC maintains the Central Registry for the receipt of all incoming interstate complaints and maintains and reconciles accounts related to support payments.

County Welfare Agencies are responsible for providing assistance to all eligible applicants in the location of non-custodial parents, in the establishment of paternity, and in obtaining a court order for child and medical support. Pursuant to the cooperative agreement with the AOC, the Family Divisions are responsible for scheduling cases for court and providing notice of all hearings. The Probation Divisions are responsible for the enforcement of these orders and the collection of payments. The Finance Divisions are responsible for adjustments to accounts and reconciliation of accounts. Payments are processed at the State Disbursement Unit by a vendor under contract with the State.

In 1987, New Jersey began its conversion to a central computer system to which all County Welfare Agencies, Family Divisions, Probation Divisions, and Finance Divisions have access. The system is known as the Automated Child Support Enforcement System (ACSES). All twenty-one counties were operational as of February 1989. The Federal Office of Child Support conditionally certified the system for FSA 88 requirements in March 1998.

ACSES maintains case records and account information on more than 360,000 active cases, and account records on approximately 280,000 child support orders. It allows the State to conduct automated matches with numerous data sources, and it automatically generates income withholding notices, driver's licenses suspension notices, and numerous other notices to custodial parents, non-custodial parents, and employers without requiring caseworker intervention.

In addition, ACSES accommodates centralized payment processing and performs distribution and disbursement of payments in accordance with federal standards. ACSES electronically interfaces with the Department of Labor for unemployment insurance and wage information, State payroll for garnishment information, the Division of Taxation for interception of State tax refunds, Homestead Rebates, and Saver Rebates, and the Department of the Treasury for interception of lottery winnings. ACSES also interfaces with several federal databases, including IRS, National Directory of New Hires, Federal Case Registry, CSENet and State contractors for Electronic Funds Transfer (EFT), State Directory of New Hires, payment processing, and financial institution data.

The current system is limited by its origins in the information technology of 30 years ago. It is essentially a batch system that uses an inadequate database structure, and as such it can no longer meet the demands of an effective contemporary enforcement program.

### **1.2.2 Technical Environment**

ACSES operates on a Bull Jupiter II (DPS 9000/755-2) mainframe. It is a centralized system with a hierarchical database of 65 database areas (25 of which can be updated in real time), 126 record types, more than 750 COBOL batch programs, and approximately 200 online screens. The 63 local offices using PCs running terminal emulation and a GUI screen-scraping application are connected to the mainframe through a TCP-IP wide area network (WAN).

The DHS operates a WAN that is a major subset of the Garden State Network. The network serves all agencies within the DHS, county welfare staff throughout the State, probation offices, municipalities, and child-care agencies, in addition to those agencies participating in the One Ease E-Link initiative.

The DHS network consists of more than 200 local area networks (LANs) statewide connected to a departmental WAN. There are more than 15,000 PCs and 250 file servers on the WAN, in addition to Bull and IBM mainframes and Unix mission-critical servers.

Each LAN is comprised of multiple segments serving single buildings and campuses. Individual sites are connected to the WAN by a point-to-point frame relay communication line running from 56 kbs to T1 speeds. County frame relay circuits are consolidated into ATM circuits within each Local Access Transport Area (LATA). The ATM circuits are connected to the Garden State Network and the DHS WAN.

Each LAN has one or more network servers running Banyon Vines Street Talk operating system on a Unix kernel or Banyon Vines Street Talk on Windows NT. In addition, NT servers acting as application servers run Oracle and Microsoft SQL Server.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders electronically via a web form. To submit a question, the bidder must go to the Quicklinks Q&A button on the Advertised Solicitation, Current Bid Opportunities webpage at <https://www.neta.state.nj.us/treasury/dpp/ebid/QA.aspx>.

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the web form. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

##### 1.3.1.1 QUESTION PROTOCOL

Questions must be addressed in writing via the procedure set forth above. Questions should be directed to the RFP by the writer and 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.

Bidders shall not contact any State agency or personnel directly, in person, by telephone or by email, concerning this RFP.

##### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Date. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted electronically as set forth above. It is requested that vendors having long, complex or multiple part questions submit them 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.

#### 1.3.3 MANDATORY PRE-BID CONFERENCE

The date, time and location of the Mandatory Pre-Bid Conference are as follows:

**State of New Jersey  
Office of Information Technology  
300 Riverview Plaza  
Trenton, NJ 08625**

**Directions to the Office of Information Technology can be found on the following website:**

<http://www.nj.gov/it/oit/direct/>

**CAUTION:** Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

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

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be formalized by an addendum to this RFP. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

**CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.**

**1.3.5 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. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE:</b>	<b>October 28, 2005</b>
<b>TIME:</b>	<b>2:00 PM</b>
<b>LOCATION:</b>	<b>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</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a>

**1.3.6 DOCUMENT REVIEW**

This is not applicable to this RFP.

**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.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

**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.

#### 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

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau 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 or Interim 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.

**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.

**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.

**Joint Venture** – An agreement where two firms partner to respond to an RFP as a prime contractor, neither is a subcontractor of the other, and both agree to be responsible for performance.

**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.

**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 as set forth in Sections 5.2, 5.2.1, 5.2.2 and 5.2.3.

**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** - The entity for which the Division has issued this RFP and will enter into a contract.

### 2.2 CONTRACT SPECIFIC DEFINITIONS

**ACF** – Administration for Children and Families within the U.S. Department of Health and Human Services.

**All-Inclusive Hourly Rate** – An all-inclusive hourly rate that must include all direct and indirect costs including, but not limited to: overhead; fee or profit; clerical support; travel expenses; safety equipment; materials; supplies; managerial support; and all documents, forms, and reproductions thereof. Hourly rates also include portal-to-portal expenses. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in this rate.

**All-Inclusive, Loaded, Firm, Fixed Price** – An all-inclusive, loaded, firm fixed price is a price that includes all direct and indirect costs, including, but not limited to: overhead; fee or profit; clerical support; travel expenses; safety equipment; materials; supplies; labor; supervision; managerial support; and all documents, forms, and reproductions thereof. All-inclusive, loaded, firm fixed price may also include portal-to-portal expenses. Time spent traveling to and from the work site or the employee's normal workstation shall not be included in any pricing. Contractor's personnel shall not be paid for time spent commuting or traveling to the work site or taking meal or other breaks.

**Appendix** – Mandatory element of this RFP that must be adhered to by bidders.

**DFD** – Division of Family Development within the New Jersey Department of Human Services.

**DHHS** – Federal Department of Health and Human Services.

**DHS-CO** – New Jersey Department of Human Services Central Office.

**Independent Verification and Validation (IV&V)** – A process to determine that the requirements of a project, be it software, embedded chip, hardware and/or management, are implemented correctly, completely and are traceable to system requirements.

**OCSE** – Federal Office of Child Support Enforcement.

**OCSS** – New Jersey Office of Child Support Services.

**Office** – Denotes OCSS, AOC, CWA, Probation Division, Family Division, and Finance Division.

**PRWORA** - Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193).

**Requirements** – A statement of the functional and technical capabilities required for automated support of the New Jersey Child Support Program.

### 3.0 SCOPE OF WORK

#### 3.1 GENERAL

All tasks and activities shall be performed in accordance with the applicable Institute of Electrical and Electronics Engineers (IEEE) standard(s). The IEEE Standard for Software Verification and Validation (IEEE Std 1012-1098) describes software verification and validation (V&V) processes for determining if development products of a given activity conform to the requirements of that activity, and if the software satisfies the intended use and user needs. The determination includes assessment, analysis, evaluation, review, inspection, and testing of software products and processes. V&V processes assess the software in the context of the system, including the operational environment, hardware, interfacing software, operators and users. Software V&V is performed in parallel with software development, not at the conclusion of the software development. The prime contractor or bidding entity as a whole, including sub-contractors, must have a minimum 5 years experience in providing IV&V services to government agencies.

The IV&V services shall be performed by the contractor as an oversight role, independent and separate from the day-to-day operations of the re-engineering project. The scope of work is comprised of the following tasks:

IV&V PROJECT MANAGEMENT		
TASK ITEM	TASK #	TASK DESCRIPTION
<b>IV&amp;V Management Plan</b>	<b>IM-1</b>	As the first deliverable, the contractor shall develop an IV&V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews. (See RFP Section 3.3 for more details)
<b>Conduct Initial Review</b>	<b>IM-2</b>	The contractor shall prepare and deliver an Initial IV&V Report on the required activities. The contractor shall report on status of each activity. (See RFP Section 3.3 for more details)
<b>Conduct Periodic Review(s)</b>	<b>IM-3</b>	The contractor shall prepare and deliver a Follow-up IV&V Report on the required activities. The contractor shall report on status of each activity and progress since the previous report. (See RFP Section 3.3 for more details)
<b>Management Briefing</b>	<b>IM-4</b>	The contractor shall prepare and deliver a formal presentation(s) on the status of the IV&V project, presented as required, with at least ten (10) business days notice to the State team no more than once a month. (See RFP Section 3.3 for more details)

#### 3.2 Contractor Requirements

The contractor shall on a semi-annual basis (2 times per year) provide a report detailing a comprehensive report of the following:

1. Management Oversight, which includes the activities of
  - Project Management
  - Quality Management
  - Requirements Management
  
2. Development Oversight, which includes the activities of
  - Operation Development
  - Development Environment
  - Software Development

3. Implementation Oversight, which includes

- System and Acceptance Testing
- Data Management
- Training

4. Operations Oversight

The activities for each task are described in Table 1.

The contractor is responsible for the following tasks:

**TABLE 1  
MANAGEMENT OVERSIGHT**

		<b>PROJECT MANAGEMENT</b>
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>Project Sponsorship</b>	<b>PM-1</b>	Assess and recommend improvement, as needed, to assure continuous executive stakeholder buy-in, participation, support and commitment, and that open pathways of communication exist among all stakeholders.
	<b>PM-2</b>	Verify that executive sponsorship has bought-in to all changes which impact project objectives, cost, or schedule.
<b>Management Assessment</b>	<b>PM-3</b>	Verify and assess project management and organization. Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
	<b>PM-4</b>	Evaluate project progress, resources, budget, schedules, work flow, and reporting.
	<b>PM-5</b>	Assess coordination, communication and management to verify agencies and departments are not working independently of one another and are following the communication plan.
<b>Project Management</b>	<b>PM-6</b>	Verify that a Project Management Plan is created and being followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.
	<b>PM-7</b>	Evaluate Project Management Plan and actual project reports to verify project status is accurately traced using project metrics.
	<b>PM-8</b>	Verify milestones and completion dates are planned, monitored, and met.
	<b>PM-9</b>	Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks issues to closure. This should include but is not limited to technical and development efforts.
	<b>PM-10</b>	Evaluate the system's planned life-cycle development methodology or methodologies (waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.
<b>Business Process Reengineering</b>	<b>PM-12</b>	Evaluate the project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.
	<b>PM-13</b>	Verify that the reengineering plan has the strategy, management backing, resources, skills and incentives necessary for effective change.
	<b>PM-14</b>	Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.
<b>Risk Management</b>	<b>PM-15</b>	Verify that a Project Risk Management Plan is created and being followed. Evaluate the project's risk management plans and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.
<b>Change Management</b>	<b>PM-16</b>	Verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete; and that resistance to

		change is anticipated and that preparations are made for resistance.
<b>Communication Management</b>	<b>PM-17</b>	Verify that a Communication Plan is created and being followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing between all project stakeholders; and assess if communication plans and strategies are effective, implemented, monitored and complete.
<b>Configuration Management</b>	<b>PM-18</b>	Review and evaluate the configuration management (CM) plans and procedures associated with the development process.
	<b>PM-19</b>	Verify that all critical development documents, including but not limited to requirements, design, code and JCL are maintained under an appropriate level of control.
	<b>PM-20</b>	Verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code.
	<b>PM-21</b>	Verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving deliverables.
	<b>PM-22</b>	Verify that appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization and timely scheduling of maintenance actions.
	<b>PM-23</b>	Verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.
	<b>PM-24</b>	Review the use of CM information (such as the number and type of corrective maintenance actions over time) in project management.
<b>Project Estimating and Scheduling</b>	<b>PM-25</b>	Evaluate and make recommendations on the estimation and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule.
	<b>PM-26</b>	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.
	<b>PM-27</b>	Examine historical data to determine if the project/department has been able to accurately estimate the time, labor and cost of software development efforts.
<b>Project Personnel and Organization</b>	<b>PM-28</b>	Examine the job assignments, skills, training and experience of the personnel involved in program development to verify that they are adequate for the development task.
	<b>PM-29</b>	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
	<b>PM-30</b>	Verify that the project's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project's success.
<b>Subcontractors and External Staff</b>	<b>PM-31</b>	Evaluate the use of subcontractors or other external sources of project staff (such as IS staff from another State organization) in project development.
	<b>PM-32</b>	Verify that the obligations of subcontractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined.
	<b>PM-33</b>	Verify that the subcontractors' software development methodology and product standards are compatible with the system's standards and environment.
	<b>PM-34</b>	Verify that the subcontractor has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the project
	<b>PM-35</b>	Verify that any proprietary tools used by subcontractors do not restrict the future maintainability, portability, and reusability of the system.
<b>State Oversight</b>	<b>PM-36</b>	Verify that State oversight is provided in the form of periodic status reviews and technical interchanges.
	<b>PM-37</b>	Verify that the State has defined the technical and managerial inputs the subcontractor needs (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.
	<b>PM-38</b>	Verify that State staff has the ultimate responsibility for monitoring project cost

		and schedule.
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<b>MANAGEMENT OVERSIGHT</b>		
<b>QUALITY MANAGEMENT</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>Quality Assurance</b>	<b>QA-1</b>	Evaluate and make recommendations on the project's Quality Assurance (QA) plans, procedures and organization.
	<b>QA-2</b>	Verify that QA has an appropriate level of independence from project management.
	<b>QA-3</b>	Verify that the QA organization monitors the fidelity of all defined processes in all phases of the project.
	<b>QA-4</b>	Verify that the quality of all products produced by the project is monitored by formal reviews and approvals.
	<b>QA-5</b>	Verify that project self-evaluations are performed and that measures are continually taken to improve the process.
	<b>QA-6</b>	Monitor the performance of the QA contractor by reviewing its processes and reports and performing spot checks of system documentation; assess findings and performance of the processes and reports.
	<b>QA-7</b>	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the project's QA plans, procedures and organization.
	<b>QA-8</b>	Verify that the QA vendor provides periodic assessment of the CMM activities of the project and that the project takes action to reach and maintain CMM Level.
	<b>QA-9</b>	Evaluate if appropriate mechanisms are in place for project self-evaluation and process improvement.
<b>Process Definition and Product Standards</b>	<b>QA-10</b>	Review and make recommendations on all defined processes and product standards associated with the system development.
	<b>QA-11</b>	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.
	<b>QA-12</b>	Verify that the processes and standards are compatible with each other and with the system development methodology.
	<b>QA-13</b>	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel

<b>MANAGEMENT OVERSIGHT</b>		
<b>REQUIREMENTS MANAGEMENT</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>Requirements Management</b>	<b>RM-1</b>	Evaluate and make recommendations on the project's process and procedures for managing requirements.
	<b>RM-2</b>	Verify that system requirements are well-defined, understood and documented.
	<b>RM-3</b>	Evaluate the allocation of system requirements to hardware and software requirements.
	<b>RM-4</b>	Verify that software requirements can be traced through design, code and test phases to verify that the system performs as intended and contains no unnecessary software elements.
	<b>RM-5</b>	Verify that requirements are under formal configuration control.
<b>Security Requirements</b>	<b>RM-6</b>	Evaluate and make recommendations on project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained.
	<b>RM-7</b>	Evaluate the project's restrictions on system and data access.
	<b>RM-8</b>	Evaluate the projects security and risk analysis.
	<b>RM-9</b>	Verify that processes and equipment are in place to back-up client and project data and files and archive them safely at appropriate intervals.
<b>Requirements</b>	<b>RM-10</b>	Verify that an analysis of client, State and federal needs and objectives has been

<b>Analysis</b>		performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations.
	<b>RM-11</b>	Verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.
	<b>RM-12</b>	Verify that all stakeholders have agreed to all changes which impact project objectives, cost, or schedule.
	<b>RM-13</b>	Verify that performance requirements (e.g., timing, response time and throughput) satisfy user needs.
	<b>RM-14</b>	Verify that user maintenance requirements for the system are completely specified.
<b>Interface Requirements</b>	<b>RM-15</b>	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes. data format, polarity, range, units, and frequency.
	<b>RM-16</b>	Verify approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.
<b>Requirements Allocation and Specification</b>	<b>RM-17</b>	Verify that all system requirements have been allocated to either a software or hardware subsystem.
	<b>RM-18</b>	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.
<b>Reverse Engineering</b>	<b>RM-19</b>	If a legacy system or a transfer system is or will be used in development, verify that a well defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.

<b>DEVELOPMENT OVERSIGHT</b>		
<b>OPERATING DEVELOPMENT</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>System Hardware</b>	<b>OE-1</b>	Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements.
	<b>OE-2</b>	Determine if hardware is compatible with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.
	<b>OE-3</b>	Evaluate current and projected vendor support of the hardware, as well as the State's hardware configuration management plans and procedures.
<b>System Software</b>	<b>OE-4</b>	Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements.
	<b>OE-5</b>	Determine if the software is compatible with the State's existing hardware and software environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols.
	<b>OE-6</b>	Current and projected vendor support of the software will also be evaluated, as well as the State's software acquisition plans and procedures.
<b>Database Software</b>	<b>OE-7</b>	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.
	<b>OE-8</b>	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scaleable, if it is easily refreshable and if it is compatible with the State's existing hardware and software, including any on-line transaction processing (OLTP) environment.
	<b>OE-9</b>	Evaluate any current and projected vendor support of the software, as well as the State's software acquisition plans and procedures.

<b>System Capacity</b>	<b>OE-10</b>	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and on-line processing.
	<b>OE-11</b>	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.
	<b>OE-12</b>	Evaluate the results of any volume testing or stress testing.
	<b>OE-13</b>	Evaluate any existing measurement and capacity planning program and evaluate the system's capacity to support future growth.
	<b>OE-14</b>	Make recommendations on changes in processing hardware, storage, network systems, operating systems, Commercial off-the-shelf (COTS) software, and software design to meet future growth and improve system performance.

<b>DEVELOPMENT OVERSIGHT</b>		
<b>DEVELOPMENT ENVIRONMENT</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>Development Hardware</b>	<b>DE-1</b>	Evaluate new and existing development hardware configurations to determine if their performance is adequate to meet the needs of system development.
	<b>DE-2</b>	Determine if hardware is maintainable, easily upgradeable, and compatible with the State's existing development and processing environment. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.
	<b>DE-3</b>	Current and projected vendor support of the hardware will also be evaluated, as well as the State's hardware configuration management plans and procedures.
<b>Development Software</b>	<b>DE-4</b>	Evaluate new and existing development software to determine if its capabilities are adequate to meet system development requirements.
	<b>DE-5</b>	Determine if the software is maintainable, easily upgradeable, and compatible with the State's existing hardware and software environment.
	<b>DE-6</b>	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, Computer-aided software engineering (CASE) tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.
	<b>DE-7</b>	Language and compiler selection will be evaluated with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.)
	<b>DE-8</b>	Current and projected vendor support of the software will also be evaluated, as well as the State's software acquisition plans and procedures.

<b>DEVELOPMENT OVERSIGHT</b>		
<b>SOFTWARE DEVELOPMENT</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>High-Level Design</b>	<b>SD-1</b>	Evaluate and make recommendations on existing high-level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.
	<b>SD-2</b>	Evaluate the design products for adherence to the project design methodology and standards.
	<b>SD-3</b>	Evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluate design standards, methodology and CASE tools used and make recommendations.
	<b>SD-4</b>	Verify that design requirements can be traced back to system requirements.
	<b>SD-5</b>	Verify that all design products are under configuration control and formally approved before detailed design begins.
<b>Detailed Design</b>	<b>SD-6</b>	Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high-level design requirements.
	<b>SD-7</b>	The design products will also be evaluated for adherence to the project design



		methodology and standards.
	<b>SD-8</b>	The design and analysis process used to develop the design will be evaluated and recommendations for improvements identified.
	<b>SD-9</b>	Design standards, methodology and CASE tools used will be evaluated and recommendations made.
	<b>SD-10</b>	Verify that design requirements can be traced back to system requirements and high level design.
	<b>SD-11</b>	Verify that all design products are under configuration control and formally approved before coding begins.
<b>Job Control</b>	<b>SD-12</b>	Perform an evaluation and make recommendations on existing job control and on the process for designing job control.
	<b>SD-13</b>	Evaluate the system's division between batch and on-line processing with regard to system performance and data integrity.
	<b>SD-14</b>	Evaluate batch jobs for appropriate scheduling, timing, and internal and external dependencies.
	<b>SD-15</b>	Evaluate the appropriate use of Operating System (OS) scheduling software.
	<b>SD-16</b>	Verify that job control language scripts are under an appropriate level of configuration control.
<b>Code</b>	<b>SD-17</b>	Evaluate and make recommendations on the standards and processes currently in place for code development.
	<b>SD-18</b>	Evaluate the existing code base for portability and maintainability, taking software metrics including but not limited to modularity, complexity, and source and object size.
	<b>SD-19</b>	Evaluate code documentation for quality, completeness (including maintenance history) and accessibility.
	<b>SD-20</b>	Evaluate the coding standards and guidelines and the project's compliance with these standards and guidelines. This evaluation shall include, but is not limited to, structure, documentation, modularity, naming conventions and format.
	<b>SD-21</b>	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers.
	<b>SD-22</b>	Evaluate the project's use of software metrics in management and quality assurance.
<b>Unit Test</b>	<b>SD-23</b>	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
	<b>SD-24</b>	Evaluate the level of test automation, interactive testing and interactive debugging available in the test environment.
	<b>SD-25</b>	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.

<b>IMPLEMENTATION OVERSIGHT</b>		
<b>SYSTEM AND ACCEPTANCE TESTING</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>System Integration Test</b>	<b>ST-1</b>	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.
	<b>ST-2</b>	Evaluate the level of automation and the availability of the system test environment.
	<b>ST-3</b>	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
	<b>ST-4</b>	Verify that the test organization has an appropriate level of independence from the development organization.
<b>Pilot Test</b>	<b>ST-5</b>	Evaluate the plans, requirements, environment, tools, and procedures for pilot testing the system.
	<b>ST-6</b>	Verify that a sufficient number and type of case scenarios are used to ensure comprehensive but manageable testing and that tests are run in a realistic, real-

		time environment.
	<b>ST-7</b>	Verify that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers, and expected results.
	<b>ST-8</b>	Verify that test results are verified, that the correct code configuration has been used, and that the tests runs are appropriately documented, including formal logging of errors found in testing.
	<b>ST-9</b>	Verify that the test organization has an appropriate level of independence from the development organization.
<b>Interface Testing</b>	<b>ST-10</b>	Evaluate interface testing plans and procedures for compliance with industry standards.
<b>Acceptance and Turnover</b>	<b>ST-11</b>	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.
	<b>ST-12</b>	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
	<b>ST-13</b>	Verify that the acceptance test organization has an appropriate level of independence from the subcontractor.
	<b>ST-14</b>	Verify that training for contractor-supplied software is on-going throughout the development process, especially If the software is to be turned over to State staff for operation.
	<b>ST-15</b>	Review and evaluate implementation plan.

<b>IMPLEMENTATION OVERSIGHT</b>		
<b>DATA MANAGEMENT</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>Data Conversion</b>	<b>DM-1</b>	Evaluate the State's existing and proposed plans, procedures and software for data conversion.
	<b>DM-2</b>	Verify that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.
	<b>DM-3</b>	Determine conversion error rates and if the error rates are manageable.
	<b>DM-4</b>	Make recommendations to make the conversion process more efficient and to maintain the integrity of data during conversion.
<b>Database Design</b>	<b>DM-5</b>	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.
	<b>DM-6</b>	Recommend improvements to existing designs to improve data integrity and system performance.
	<b>DM-7</b>	Evaluate the design for maintainability, scalability, refreshability, concurrence, normalization (where appropriate) and any other factors affecting performance and data integrity.
	<b>DM-8</b>	Evaluate the project's process for administering the database, including backup, recovery, performance analysis and control of data item creation.

<b>IMPLEMENTATION OVERSIGHT</b>		
<b>TRAINING</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>User Training and Documentation</b>	<b>TR-1</b>	Review and make recommendations on the training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system.
	<b>TR-2</b>	Verify that training for users is instructor-led, hands-on and is directly related to the business processes and required job skills.
	<b>TR-3</b>	Verify that user-friendly training materials and help desk services are easily

		available to all users.
	<b>TR-4</b>	Verify that all necessary policy, process and standards documentation is easily available to users.
	<b>TR-5</b>	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.
<b>Developer Training and Documentation</b>	<b>TR-6</b>	Review and make recommendations on the training provided to system developers.
	<b>TR-7</b>	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times.
	<b>TR-8</b>	Verify that all necessary policy, process and standards documentation is easily available to developers.
	<b>TR-9</b>	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.

<b>OPERATIONS OVERSIGHT</b>		
<b>OPERATIONS OVERSIGHT</b>		
<b>TASK ITEM</b>	<b>TASK #</b>	<b>TASK DESCRIPTION</b>
<b>Operational Change Tracking</b>	<b>OO-1</b>	Evaluate statewide system's change request and defect tracking processes.
	<b>OO-2</b>	Evaluate implementation of the process activities and request volumes to determine if processes are effective and are being followed.
<b>Customer &amp; User Operational Satisfaction</b>	<b>OO-3</b>	Evaluate user satisfaction with system to determine areas for improvement.
<b>Operational Goals</b>	<b>OO-4</b>	Evaluate impact of system on program goals and performance standards.
<b>Operational Documentation</b>	<b>OO-5</b>	Evaluate operational plans and processes.
<b>Operational Processes and Activity</b>	<b>OO-6</b>	Evaluate implementation of the process activities including backup, disaster recovery and daily operations to verify the processes are being followed.

### 3.3 Contractor Deliverables

Within two (2) weeks of contract award, the contractor shall submit a project work plan to the State Contract Manager and the OCSE.

Within one (1) month of conducting a semi-annual comprehensive review, the contractor shall submit its report concurrently to the State Contract Manager and the federal OCSE. The report must be developed in accordance with IEEE (or substantially similar standards). When no applicable standard exists, the methodology and processes used in the analysis and creation of the deliverable must be approved by the State prior to its use, and described in the final report. All deliverables, standards processes, plans and applicable reference material must be maintained for the duration of the contract and must be made available upon request of the State and/or OCSE.

Copies of all deliverables shall be delivered to the OCSE at the same time they are submitted to the State. The State reserves the right to extend the due date, if appropriate, due to schedule or scope changes. The contractor must notify the State of an anticipated delay of deliverable as far in advance of the due date as possible.

The IV&V Services Contractor will provide its detailed, structured reports of findings of deficiencies and recommendations for remediation to the OCSE at the same time as they are presented to interested State parties involved in the ACSES re-engineering project. This reporting process, in accordance with Federal regulations, includes not only final report issuance, but also all draft report submissions [deliverables] as well. Further, the IV&V Services Contractor shall not provide debriefings or similar oral or other analyses to project management, stakeholders or other interested parties without first notifying the OCSE of the need and/or request for such debriefing, providing to the Federal OCSE the opportunity to participate in/observe the debriefing. Again, the intent of the State in acquiring an IV&V Services contractor under this procurement, unlike that which might be defined under the IEEE 1012-1098 standards for IV&V, is not to continuously work with various project components or to actively participate in the remediation of deficiencies and risks. Rather, in accordance with Federal requirements imposed upon this project, the IV&V Services Contractor under this contract will provide periodic, independent analyses of the

areas of responsibility as presented within the scope of services of this solicitation in order to identify, inform and educate ACSES re-engineering Project management, stakeholders and other interested parties as well as the OCSE, which provides co-funding of the project, of any areas of weakness and risk to the project, as well as the proposed and recommended solutions for their remediation and/or mitigation. The IV&V Services Contractor will work closely with the OCSE to ensure reporting format and content are in accordance with Federal information needs and requirements.

The process is flexible, as each deliverable may not proceed through every activity in the process. There shall be joint agreement between the State and the contractor, prior to initiating the process, concerning the steps that will be followed for each individual report.

### **3.4 Deliverable Requirements**

#### **3.4.1 Format**

The contractor shall utilize Microsoft Office for the production of all deliverables. This applies to word processing documents, spreadsheets, presentations and databases. The deliverables in Microsoft Office file formats must be provided on CD.

#### **3.4.2 Schedule**

The contractor shall submit deliverables to the State Contract Manager and OCSE by agreed upon date.

The State Contract Manager shall submit each deliverable to all named and agreed upon stakeholders within 3 business days of receipt from the contractor..

Stakeholders shall review and provide the State with a formal response to findings, conclusions and recommendations within fifteen (15) business days following receipt of deliverable.

The State Contract Manager shall compile comments and provide them to the IV&V contractor within thirty (30) business days of receipt of the deliverable.

The contractor must review the initial response from the State and resubmit the deliverable to the State within five (5) business days of the deliverable with any final comments made by the contractor in response to the stakeholder response.

The State shall review IV&V comments. This shall occur within three (3) business days from receipt of final deliverable.

The IV&V contractor must submit one (1) electronic copy of each deliverable to the State and OCSE. The State shall then distribute one electronic copy to all the identified stakeholders. If, for any reason, a signed copy is required, the IV&V contractor must submit one (1) hard copy with signatures in addition to the electronic copy to the State.

**NOTE:** Timeframes for each deliverable will be treated individually and therefore may vary.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>) 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.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

### 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 signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>. 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 signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

### 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 fifteen (15) **full, complete and exact copies** of the original. Each bidder should also submit two (2) copies of its bid proposal on CD-Rom. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing 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.

TAB	CONTENTS	RFP SECTION REFERENCE	DESCRIPTION
1	Forms	<a href="#">4.4.1.1</a>	Signatory page- completed and signed <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a>
		<a href="#">4.4.1.2</a>	Ownership Disclosure Form <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a>
		<a href="#">4.4.1.3</a>	Disclosure of Investigations and Actions Involving Bidder <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a>
		<a href="#">4.4.1.4</a>	MacBride Principles Certification <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a>
		<a href="#">4.4.1.5</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a>
		<a href="#">4.4.1.6</a>	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a>
		<a href="#">4.4.1.8</a>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a>
		<a href="#">4.4.1.9</a>	Executive Order 129: Source Disclosure Certification Form <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a>
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Mobilization and Implementation Plan
		<a href="#">4.4.2.5</a>	Potential Problems
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
		<a href="#">4.4.3.8</a>	Subcontractor(s)
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedules (Advertised Solicitation, Current Bid Opportunities webpage)

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

##### 4.4.1.2 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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

##### 4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief

description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

#### 4.4.1.4 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 vendor.

The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

#### 4.4.1.5 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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

#### 4.4.1.6 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.**

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>, and Section 5.3 of this RFP for additional information concerning this requirement.

#### 4.4.1.7 EXECUTIVE ORDER 134

Refer to Section 5.27 of this RFP for more details concerning this requirement.

#### 4.4.1.8 SET ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

#### 4.4.1.9 EXECUTIVE ORDER 129

**THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.**

Refer to Section 5.28 and the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml> for more information concerning this new requirement.

#### 4.4.1.10 BID BOND

This is 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

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.

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 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.

##### 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.

##### 4.4.2.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

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

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award.

Such mobilization and implementation plan should include the following elements:

- (a) A detailed timetable for the mobilization and implementation period of thirty (30) days.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational thirty (30) days from the date of notification of award.



(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of thirty (30) days.

**NOTE:** The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period covering thirty (30) days.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

#### 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 should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

##### 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-vendor'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 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should 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 should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

##### 4.4.3.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### 4.4.3.5 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.

#### 4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

#### 4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### 4.4.3.8 SUBCONTRACTOR(S)

A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

B. **Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.**

- C. 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.
- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. 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.
- F. The bidder should provide documented experience to 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 price schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

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 vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

In the event of a conflict between the provisions of this RFP, including the NJ 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 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager name, department, division, agency, address, telephone number, fax phone number, and email address.

#### 5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### 5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion.

For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

### **5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

### **5.3 PERFORMANCE BOND**

This is not applicable to this RFP.

### **5.4 BUSINESS REGISTRATION**

The following shall supplement Section 1.1 in the NJ Standard Terms and Conditions pertaining to Business Registration located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of the Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

## **5.5 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 signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>. 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 three (3) additional periods of up to one (1) year, 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.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

## **5.6 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 and timely transition to the replacement contractor. Such transitional period shall not extend 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.

## **5.7 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.

## **5.8 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.

## **5.9 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 and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval,

acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

#### 5.10 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 substitution(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.

#### 5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's 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.

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

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for 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 Director for final approval.

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

#### 5.12 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 the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. 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, 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.

### 5.13 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.

### 5.14 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.

### 5.15 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.

### 5.16 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.

### 5.17 CLAIMS AND REMEDIES

#### 5.17.1 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.

#### 5.17.2 REMEDIES

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

#### 5.17.3 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 due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

### 5.18 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

#### 5.19 RETAINAGE

The amount of retainage is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>. The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the IV & V Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

#### 5.20 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.

#### 5.21 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.

#### 5.22 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.

#### 5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

#### 5.24 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 the State Contract Manager 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 same 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.

## **5.25 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has 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. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

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.

### **5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard 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 using 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 Mastercard. Additional information can be obtained from banks or merchant service companies.

## **5.26 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by paragraph 3.19 of this RFP'S standard terms and conditions, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include 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.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.
- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

## 5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

### 5.27.1 DEFINITIONS

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

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

### 5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the

contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

### **5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

### **5.27.4 STATE TREASURER REVIEW**

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

### **5.28 REQUIREMENTS OF N.J.S.A. 52:34-13.2**

Under the referenced statute, effective August 5, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

#### **5.28.1 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, all bidders seeking a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

**5.28.2 BREACH OF CONTRACT FOR SHIFT OF SERVICES OUTSIDE THE UNITED STATES**

**A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.**

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions of the RFP, unless previously approved by the Director and the Treasurer.

Under the Executive Order 129 issued on September 9, 2004 ("E.O. 129"), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or
- b) A significant and substantial economic cost factor exists such that a failure to use the bidder's and/or the subcontractor'[s] services would result in economic hardship to the State; or
- c) The Treasurer determines that a failure to use the bidder's and/or its subcontractor's services would be inconsistent with the public interest.

**5.29 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS**

NJ Standard Terms and Conditions are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

**5.29.1 PATENT AND COPYRIGHT INDEMNITY**

Section 2.1 of the NJ Standard Terms and Conditions is deleted and replaced with the following:

**2.1 Patent and Copyright Indemnity**

- a. 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 uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

## 5.29.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions, is deleted and replaced with the following:

### **2.2 Indemnification**

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions.

The contractor shall not be liable for special, consequential, or incidental damages.

## 5.29.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

## 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

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's 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 TECHNICAL EVALUATION CRITERIA

- 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 BIDDER'S COST PROPOSAL**

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>.

### **6.3.3 BID DISCREPANCIES**

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

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

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, confirming to this RFP, is most advantageous to the State, price and other factors considered.

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

### **6.5 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.



**Addendum #1**  
**For**  
**Management Services-Independent Verification and Validation Services for the Automated Child Support Enforcement System**  
**06-X-38138**

**October 29, 2005**

Attached below is a list of the Mandatory Pre-Bid Conference Attendees. Additionally, please see the link for the Automated Child Support Enforcement System RFP, which is located at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml>

KGF Associates  
777 Washington Road  
Parlin NJ 08859

Process and Project Solutions Inc.  
1075 Eastern Ave. #277  
Somerset NJ 08823

Mathtech Inc.  
101 Interchange Plaza  
Suite 301  
Cranbury NJ 08512

Tier Technologies Inc.  
159 Fairmount Rd.,  
Ridgewood NJ 07450

DMB Global Solutions  
23 Tamarack Rd.  
Edison NJ 08820

Communication Sciences  
379 Thornall St.  
Edison NJ 08337

MCG  
172 W. State St.  
Trenton NJ 08608

Deloitte Consulting LLP  
1 Prospect St.  
Summit NJ 07901

Keane  
57 Concord Lane  
Skillman NJ 08558

Gartner Inc.  
1411 Seaboard Ct.

Act-It  
51 JFK Parkway First Floor  
Short Hills NJ 07078-2702

RCG Information Technology  
10 Parsonage Rd.  
Sute 300  
Edison NJ 08837

Radiant Systems Inc.  
109 Corporate Blvd.  
South Plainfield NJ 07080

Smart & Associates  
80 Lancaster Ave.  
Devon PA 19333

Maximus  
11419 Sunset Hills Rd.  
Reston VA 20190-8240

Novasys Group Inc.  
9 Scarlet Oak Lane  
Paramus NJ 07652

Unique Comp. Inc.  
27-08 42nd Road  
Long Island City NY 11101

RLM Associates  
46 Carlton Ave.  
Marlton NJ 08053

Nori & Assoc. Div. of the Evaluator  
Inc.  
24 Camp Ave. #4349  
Stamford CT 06907-0349

NCS Technologies Inc.  
15 Corporate Place South  
Piscataway NJ 08854

Project Assistants Inc.  
1409 Foulk Rd. Suite 200  
Wilmington DE 19803

Business Consulting Services  
PO Box 431  
Swarthmore PA 19081

Tata Consultancy Services  
14 Wall St. 30th Fl.  
New York NY 10004

KPMG LLP  
345 Park Ave. 39th Floor  
New York NY 10154

SPARCcom & Associates  
66 South Fullerton Ave. Suite 10  
Montclair NJ 07042

**Advertised Bid Proposal  
2006-X-38138  
Addendum #2 – Electronic Questions and Answers and Additional Information  
Management Services-Independent Verification and Validation Services for the  
ACSES 06-X-38138**

**October 24, 2005**

**Advertised Bid**

**Proposal Number:** 2006-X-38138

**Advertised Bid**

**Proposal Issue Date:** 9-29-2005

**Bid Opening**

**Date / Time:** 11-4-2005, 2:00 PM Eastern Time

**Set-Aside Category:** Subcontracting Small Business

<b>Question # 1:</b>	<b>Has the State established a budget for the scope of work for this project? If so, what is it?</b>
	Answer: Yes, but the budget for this project is not being released.
<b>Question # 2:</b>	<b>1. We bid for ACSES implementation as a subcontractor and we do not yet know the successful bidder. Can we be bid as a subcontractor (or a prime contractor) on this procurement and withdraw later without penalty to the prime contractor (if a subcontractor) if we were part of the successful implementation bid. 2. How do we cross reference price sheet line items 1-5 with project tasks?</b>
	Answer: 1. No. 2. The Price Sheet has been revised and is attached.
<b>Question # 3:</b>	<b>How important is knowledge of the existing Bull Mainframe?</b>
	Answer: Knowledge of the existing Bull mainframe is not important to this bidding opportunity.
<b>Question # 4:</b>	<b>Will the State consider the acceptance of Additional Supplemental Language that may be absent in the RFP? Such as the following: (1) Force Majeure events.</b>
	Answer: Yes, the State will accept a Force Majeure clause.

<p><b>Question # 5:</b></p>	<p><b>Contractor Warranty containing language in which (a) State and Contractor to the best of their knowledge and belief, warrant that use of any materials furnished by either party connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party; (b) normal industry disclaimers of all warranties, expressed or implied including, but not limited to the implied warranty of merchantability or fitness for a particular purpose. If Standard Commercial warranties as described are fully acceptable, what form of Warranty language would the State agree to accept? Please give an example.</b></p>
	<p>Answer:  (a) No.  (b) The following language is hereby made a part of the RFP.  <b>Section 5.30 CONTRACTOR’S WARRANTY</b>  The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.</p> <p>The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor’s performance of the Contract.</p> <p>The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.</p>
<p><b>Question # 6:</b></p>	<p><b>Additional Language – Require clarification of the following clauses in the RFP Page 32, Article 5.12, Ownership of Materials: While the State claims ownership of the Materials, does the State agree that Contractor will retain a perpetual non-exclusive, paid-up irrevocable, worldwide license to use, copy, distribute, modify, enhance, create derivative works of the materials?</b></p>
	<p>Answer: No.</p>
<p><b>Question # 7:</b></p>	<p><b>Page 32, Article 5.12, Ownership of Materials: Does the State agree that pre-existing intellectual property rights that are not expressly identified in the proposal, but can be shown by reasonable evidence to be pre-existing intellectual property, will</b></p>

	<b>remain property of the Contractor?</b>
	Answer: Yes.
<b>Question # 8:</b>	<b>Page 32, Article 5.12, Ownership of Materials: Will the State confirm that the contractor will not be precluded from independently developing for itself, or for others, anything, whether tangible or non-tangible form, which is competitive with, or similar to the deliverables?</b>
	Answer: Yes.
<b>Question # 9:</b>	<b>Page 32, Article 5.12, Ownership of Materials: Will the State accept language wherein (a) Contractor assigns to the State the copyright in and to all project deliverables; (b) that such Contractor assignment of copyright is based upon State's agreement that Contractor retains its rights to use, reproduce, display and distribute excerpts and data from the deliverables (created during the course of the Contract but not as a result of the Contract) in the ordinary course of its business (c) that Contractor may make use of excerpts and data that do not contain any of State's s confidential or proprietary information, and (d) that Contractor, by assigning copyright to the State, Contractor may retain all of its rights, title and interest in and to its pre-existing processes, tools, methodologies, proprietary research and other pre-existing materials and data?</b>
	Answer: Yes.
<b>Question # 10:</b>	<b>Page 33, Article 5.13, Data Confidentiality: Will the State accept language such that Contractor is exempt from any form of prosecution where: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.</b>
	Answer: No.
<b>Question # 11:</b>	<b>Pg 33. Article 5.13, Additional Question – Breakdown to 33/34 reminder: Gartner understands that the scope of work includes semi-annual IV&amp;V reports and that the State is not seeking daily or full-time IV&amp;V support. Is this correct?</b>
	Answer: Yes.

<b>Question # 12:</b>	<b>What are the State's business objectives and purpose for the IV&amp;V effort?</b>
	Answer: Please refer to Section 1.1 and Section 3.0 of the RFP.
<b>Question # 13:</b>	<b>Is the primary purpose to provide management oversight and risk mitigation that focuses on strategic issues critical to the success of the project? Or, is the purpose to provide detailed technical verification and validation during design, development and deployment of the solution. If both, which takes priority?</b>
	Answer: Both. And Both are priority and extremely necessary to a successful project.
<b>Question # 14:</b>	<b>The detailed IV&amp;V requirements established in the RFP, particularly those that address verification of hardware and software performance, design, processes, etc., imply a significant effort that is typically associated with full-time, on-site IV&amp;V. Given the stated, limited scope of the RFP, would the State consider a different approach to IV&amp;V that focuses on management and risk issues with emphasis on key project processes, vendor deliverables and technical issues that arise during the course of the project?</b>
	Answer: No, the State is looking for semi-annual IV&V that assures all the tasks identified are being executed in compliance with the project's timelines and development plans and any problems or failures are reported.
<b>Question # 15:</b>	<b>Section 4.4.4: Section 4 - Cost Proposal (page 27): This section asks for pricing based on the associated price schedule. However the price schedule only has three years worth of lines for pricing, but the term of the contract (as stated in section 5.5 on page 31) is five years. Should we only price the first three years of the contract or is there an updated price schedule planned and/or available that reflects the entire term of the contract.</b>
	Answer: The Price Sheet has been revised to include Years 4 and 5.
<b>Question # 16:</b>	<b>Section 4.4.3.8: Subcontractor(s) (page 27): This section is asking for the subcontractor's staff resumes. Yet, Section 4.4.3.3 requests resumes for all key personnel. In which section do you want the subcontractor's resumes provided?</b>
	Answer: Bidders should submit resumes for subcontractor staff per Section 4.4.3.8. If the subcontractor's staff is management, supervisory or key personnel, resumes should be provided in accordance with Section 4.4.3.3.

<b>Question # 17:</b>	<b>Section 4.4.3.4: Backup Staff (page 26): Do you want resumes of backup staff or simply a listing of available, qualified staff? This section also states that in the event that we must hire management, supervisory, or key personnel, the bidder should include, as part of its recruitment plan, a plan to secure backup staff. Is the State asking for a recruitment plan to be included in this section?</b>
	Answer: Yes, the State requests resumes of all primary and backup staff. Yes, the State is requiring a recruitment plan.
<b>Question # 18:</b>	<b>Section 4.4.3.3: Resumes (page 26): This section is asking for a reference person for each similar project provided in the resumes. Some of our proposed staff will have similar experience going back 15 years or more and these references are no longer available. Would three references (on similar projects) per person suffice?</b>
	Answer: The State requests references that relate to the most recent IV&V experience with focus on the most recent 5 years.
<b>Question # 19:</b>	<b>Section 4.4.1.8: Set-Aside Contracts (page 23): The Notice of Intent to Subcontract and the Subcontractor Utilization Plan are required in this section and again in Section 4.4.3.8: Subcontractor(s). In which section do you want these forms provided?</b>
	Answer: The subcontractor forms should be attached in Tab 1, as stated in the chart on page 22 of the RFP. Tab 3 should include a list of subcontractor employees that the bidder proposes to utilize.
<b>Question # 20:</b>	<b>Section 4.2: Proposal Delivery and Identification (page 21): Is the Buyer's Name required on the outside of the package the same as the Requesting Agency? If the Buyer is an individual, please provide a contact name and telephone number to be used for shipping purposes.</b>
	Answer: The buyer's name is not required on the outside of the package.
<b>Question # 21:</b>	<b>Section 3.2: Contractor Requirements (page 19): Under the Operations Oversight task there is a requirement to evaluate the change request and defect tracking process. What tool(s) will be used to document and log these items?</b>
	Answer: This information will be provided upon award of contract. It is the responsibility of the State and the Implementation Contractor under the terms of the larger Re-engineering Project to specify and/or develop.
<b>Question # 22:</b>	<b>Section 3.2: Contractor Requirements (page 18): Under the Training task there is a requirement to verify instructor-led training. Will the State request that the implementation</b>

	<b>contractor provide other types of training beyond instructor-led and will the IV&amp;V vendor be responsible for verifying them? If so, what kinds of additional training delivery models will be used?</b>
	Answer: Yes, computer-based and web-enabled training
<b>Question # 23:</b>	<b>Section 3.2: Contractor Requirements (page 18): Under the Data Management task there is a requirement to "Determine conversion error rates". Please clarify what you are requesting with this requirement. Do you want the IV&amp;V vendor to establish error rates that must be achieved or simply report on the error rates that occur?</b>
	Answer: The contractor must report on the error rates that occur.
<b>Question # 24:</b>	<b>Section 3.2: Contractor Requirements (page 18): Under the System and Acceptance Testing task there are requirements to verify testing results and error tracking. What tool(s) will be used to document, conduct, and log testing activities?</b>
	Answer: Same as answer to Question #21.
<b>Question # 25:</b>	<b>Section 3.2: Contractor Requirements (page 16): Under the Software Development task there are requirements to evaluate design methodologies, CASE tools, Code. What design methodology, CASE tool(s), and programming language(s) are being used on this project?</b>
	Answer: Same as answer to Question #21.
<b>Question # 26:</b>	<b>Section 3.2: Contractor Requirements (page 16): Under the Development Environment task, there are requirements to evaluate new and existing development hardware and software, as well as evaluate the performance of a vendor that is supporting this development hardware and development software. Who is this vendor? Does the development hardware and/or software differ from that listed in section 1.2.2 Technical Environment? If so, what hardware and software are being used?</b>
	Answer: The contractor has not yet been chosen. Refer to Section 3.7, "Technical Environment" in the ACSES Re-engineering RFP, which is available at <a href="http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml">http://www.state.nj.us/treasury/purchase/bid/summary/06x38138.shtml</a> .
<b>Question # 27:</b>	<b>Section 3.2: Contractor Requirements (page 14): Under the Quality Management task there is a requirement to monitor the performance of the QA contractor. Who is this contractor and what level of CMM are they assessing?</b>



	Answer: Policy Studies Inc. is the QA contractor. It will be CMM level 4 or higher depending on who is awarded the implementation contract.
<b>Question # 28:</b>	<b>Section 3.1: General (page 11): Task IM-4. This task speaks to conducting management briefings regarding the status of the IV&amp;V project as frequently as monthly. It was our interpretation of the SOW that the State is not looking for a full-time IV&amp;V presence, but rather a team to come in every six months to conduct a project assessment and write a report. However, the possibility of a monthly briefing brings this interpretation into question. Can the State clarify its expectations regarding IV&amp;V coverage? If the semi-annual assessments are the State's intention, we would request the State clarify the frequency of the management briefings.</b>
	Answer: The State requests a price for management briefing as an option that would be delivered at the State's request. There is no monthly expectation.
<b>Question # 29:</b>	<b>Section 3.1: General (page 11): Task IM-3. This task speaks to conducting periodic reviews. We assume that this is referring to the semi-annual assessment and corresponding reports. Is this correct or is this referring to another review process/cycle? If other than the semi-annual process is contemplated, please elaborate.</b>
	Answer: Yes, that is correct. The State expects semi-annual reviews and reports.
<b>Question #30:</b>	<b>Section 1.1.1: Conflict of Interest (page 4): This section indicates that the vendor who earns this contract may not conduct ANY business with NJ DHS in the areas of PM, QA, and system design/development/implementation. Does this mean that vendors who are currently conducting this kind of work within DHS may not bid on the opportunity? Does this also mean that for the entire duration of the IV&amp;V contract (5 years, with the potential for 8 years) that the entire vendor organization is prohibited from conducting this kind of work for all entities within DHS? Is the State aware of the conditions under which the State would receive an exception of this conflict of interest restriction from OCSE and the likelihood that is would be granted?</b>
	Answer: Yes, this means that if a firm is currently providing services to DHS under a contract, then that firm is precluded from bidding on this contract. Yes, if a firm is awarded this contract, then that firm is excluded for the duration of the IV&V from any other contracts for DHS. The waiver specified in the federal citation is for the State to do the IV&V within DHS structures. There is no wavier available for the contracting exclusion.
<b>Question</b>	<b>Section 4.4.3.7, Financial Capability of the Bidder, would un-</b>

#31	<b>audited financial statements be acceptable?</b>
	Answer: No.
<b>Question #32</b>	<b>Section 5.29.2 Indemnification: Would the State consider lowering the liability of 500% of the value of the contract?</b>
	Answer: The State will lower the liability to 300%. Therefore, Page 39 of the RFP, Section 5.29.2 INDEMNIFICATION, 2.2 Indemnification, first paragraph is deleted and replaced with the following: The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 300 % of the value of the contract, except that such limitation of liability shall not apply to the following:

**Please be advised that the Bid Opening Date has been changed to 11/4/05 at 2pm.**

**The following changes are hereby made part of the RFP:**

**Section 3.1, "General" – First paragraph, last sentence, please add “and non-government agencies” to the end of the sentence.**

**Section 3.4.1, "Format" – please change both references to Microsoft Office to read “Microsoft Office 2003 or higher”.**

**Please add the following language to Section 4.4, "Proposal Content":**

**“The bidder’s proposal should be submitted in two volumes. Volume 1 should contain Tabs 1, 2 and 3. Volume 2 should contain Tab 4, Cost Proposal.”**

**The Price Sheet has been revised and is attached below.**

