



JAMES E. MCGREEVEY
Governor

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

JOHN E. MCCORMAC, CPA
State Treasurer

January 26, 2004

TO: All Potential Bidders

RE: RFP #: 04-X- 36560, T-1949
RFP Title: New Jersey Alternate Proficiency Assessment

Enclosed please find a complete set of bid documents for the above referenced solicitation. The following are the key dates for the project:

Date	Time	Event
2/11/04	10:00 AM	Mandatory Pre-Bid Conference 33 West State Street, 9th Floor, Bid Room, Trenton, NJ (Refer to <u>RFP Section 1.3.3</u> for more information)
3/10/04	2:00 PM	Bid Submission Due Date 33 West State Street, 9th Floor, Bid Reception Room, Trenton, NJ (Refer to <u>RFP Section 1.3.4</u> for more information)

Be advised that all addenda related to this procurement will be issued on the Purchase Bureau Web Site. Refer to RFP Section 1.4.1 for additional information. All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Edward T. Cotterell

Edward T. Cotterell
Contract Procurement Specialist
E-Mail Address: Ed.Cotterell@treas.state.nj.us
Phone: 609-984-6241
Fax: 609-292-5170

ATTENTION VENDORS

Vendor Information and Bidding Opportunities

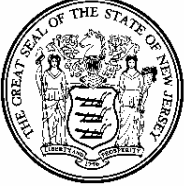
The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.

Cover Sheet

	STATE OF NEW JERSEY REQUEST FOR PROPOSAL	BID NUMBER: 04-X-36560
	FOR: NEW JERSEY ALTERNATE PROFICIENCY ASSESSMENT (APA)	TERM CONTRACT #: T-1949 REQUESTING AGENCY: DEPARTMENT OF EDUCATION
	ESTIMATED AMOUNT: <u>N/A</u> CONTRACT EFFECTIVE DATE: 03/01/04 CONTRACT EXPIRATION DATE: 02/29/08 COOPERATIVE PURCHASING: NO SET ASIDE: NONE	<u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u> BUYER NAME: Edward T. Cotterell PHONE NUMBER: 609-984-6241 FAX NUMBER 609-2920490 E-MAIL ADDRESS: Ed.Cotterell@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: _____ Address: _____

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

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 3/10/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ ____NA____ OR ____NA____%.
CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: ____NA____ BID BOND ATTACHED: ____NA____
CERTIFIED OR CASHIERS CHECK ATTACHED: ____NA____ LETTER OF CREDIT ATTACHED: ____NA____
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE AT THE FOLLOWING DATE(S) AND TIME(S):
PRE-BID CONFERENCE ON NOVEMBER 25, 2003, 10:00 AM

ADDITIONAL REQUIREMENTS

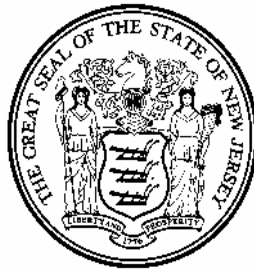
- 9) PERFORMANCE SECURITY: NA OR NA %
- 10) PAYMENT RETENTION 10 %
- 11) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP)
- 12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL BUSINESS (SEE N.J.A.C. 17:13-1.1).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) _____%, _____ DAYS: NET 60 DAYS.
- 18) BIDDER PHONE NO: _____
- 19) BIDDER FAX NO. _____
- 20) BIDDER E-MAIL ADDRESS. _____
- 21) BIDDER FEDERAL ID NO. _____
- 22) YOUR BID REFERENCE NO. _____

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

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



Bid Number: 04-X-36560

**REQUEST FOR PROPOSAL FOR:
NEW JERSEY ALTERNATE PROFICIENCY ASSESSMENT (APA)
NEW JERSEY DEPARTMENT OF EDUCATION**

Date Issued: January 26, 2004

Purchasing Agency

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

Using Agency

State of New Jersey
New Jersey Department of Education
P.O. Box 500
Trenton, New Jersey 08625-0500

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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 Education. The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor to implement, score and report New Jersey's Alternate Proficiency Assessment (APA) for students with severe disabilities. The expected products 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.

1.2 BACKGROUND

In May 1996, the State Board of Education adopted Core Curriculum Content Standards (CCCS) that define the State's expectations for student learning. These standards, along with their Cumulative Progress Indicators (CPIs), define expected achievement in eight core content areas: visual and performing arts, comprehensive health and physical education, language arts literacy, mathematics, science, social studies, world languages, and workplace readiness. On July 2, 2002 the State Board of Education adopted revised standards for language arts literacy, mathematics, and science. These revised standards require greater specificity than the 1996 standards.

In June 2000, the State Board of Education adopted by resolution the Core Curriculum Content Standards for Students with Severe Disabilities (CCCSSTD), which include alternate Cumulative Performance Indicators (CPIs) for selected standards focusing on instructional goals for students with significant disabilities. The CCCS and CCCSSD represent a continuum: students with significant disabilities may have instructional goals related to either the CCCS or the CCCSSD.

To gauge progress toward meeting the CCCS, pursuant to N.J.A.C. 6A:8-4.1, and to meet the requirements of the No Child Left Behind Act of 2001, The New Jersey Department of Education (NJDOE) is developing a comprehensive set of assessments that measure knowledge and skills at grades 3-8, and 11 in language arts literacy and mathematics, and, at three benchmark grade levels (4, 8, 11), in science. Currently, the State's educational assessment program encompasses four grade levels: three, four, eight, and eleven. The grade 11 test is a graduation requirement, except for some grade 11 students with disabilities who are exempted from passing by their Individualized Education Program (IEP) team and for those assessed through the APA. The newest of the testing programs, the New Jersey Assessment of Skills Knowledge (NJ ASK), was first administered in May 2003.

These assessment programs are intended for use by a universal population of students, including the majority of students with disabilities, who are capable of meeting the CCCS with or without accommodations. There is, however, a small percentage of students who are unable to complete any of the types of test items contained on the general state assessments. The APA was developed to serve this student population.

The APA is a portfolio assessment serving approximately 1000-1200 students per grade level each year at grades 3, 4, 8, and 11, with additional grade levels to be added in accordance with New Jersey's plans for meeting the accountability requirements of the No Child Left Behind Act of 2001 (NCLB). Based on these requirements, by the 2005-2006 school year, New Jersey will be administering statewide assessments at grades 3-8, and 11. Current plans call for adding testing in grades 5,6 and 7 in 2004-2005.

There are 551 regular districts in the state, 23 non-operational districts, 50 state facilities, 5 college-operated programs, 21 special services/joint commission districts, 50 charter schools, as well as 150 private schools for students with disabilities, with whom districts contract for services. There are also 21 county offices of education, and three regional centers, each of which must be included in regular informational and training mailings and programs.

The APA has been implemented to comply with the federal Individuals with Disabilities Education Act (IDEA, P.L.105-117), which requires that all students be included in each state's assessment program. The APA is intended for students with significant cognitive disabilities who cannot participate in the State's regular statewide assessments. It proceeds from the premise that standard-based educational instruction and assessment promote educational improvement among students with severe disabilities, as they do for all other students.

The State welcomes bid proposals from bidders with demonstrated experience and capacity in large scale, standards-based educational assessments at all grade levels, and with expertise in alternate portfolio and performance-based assessments for students with disabilities. Bidders must also have a sophisticated knowledge of scientifically-based assessment research and NCLB requirements. The bidders must demonstrate a capacity to assist the NJDOE in meeting or exceeding the requirements of IDEA and NCLB for standards-based accountability reporting, with special reference to the State's obligations under the federal Adequate Yearly Progress (AYP) guidelines. The students to be assessed through the APA, i.e., students with severe disabilities, are identified by criteria defined by the NJDOE. The purpose of the APA is threefold: to include students with disabilities in the accountability system, to provide local schools and districts with information they can use to improve instructional programs, and to help identify individual student strengths and weaknesses related to IEPs. The APA must:

- 1) employ a portfolio/performance assessment methodology appropriate for the population;
- 2) be embedded in instructional activities, and
- 3) allow for demonstration of skills and knowledge in a variety of ways in a variety of settings.

The contract to be awarded as a result of this RFP is intended to assess students during four school years, from the 2003-2004 school year through the 2006-2007 school year, with an option for two one-year extensions. The contractor will be responsible for annually evaluating the APA for alignment with New Jersey's Core Curriculum Content Standards and Core Curriculum Content Standards for Students with Severe Disabilities (CCSSSD), and for quality. The contractor must modify the program annually to address those evaluations. An APA assessment cycle normally runs from the commencement of training in September through the completion of score reporting and evaluation in the following year, approximately 15 months.

The assessment results will assist school districts in guiding curriculum and program renewal, as well as measuring students' progress in meeting the CCSSSD and CCCS in language arts literacy (LAL), mathematics and science. The results will help districts and programs identify areas of strength and weakness, as well as best practices in the education of students with severe disabilities.

The NJDOE first implemented the APA for students with severe disabilities in 2001-2002. During the 2001-2003 period, approximately 6500 student portfolios will have been scored, covering two full assessment cycles. The APA is seen as an assessment paralleling the New Jersey Assessment of Skills and Knowledge (NJASK), the Grade Eight Proficiency Assessment (GEPA), and the High School Proficiency Assessment (HSPA). It is a portfolio of observations of student work addressing various components of the CCCS. It is administered over an extended period of time, to allow for incorporation of the assessment within the students' instructional activities. The APA task parameters are to be explicitly linked to one or more cumulative progress indicators, as well as the student's IEP. Score reports are to be disseminated to school districts, schools, and parents to support instructional decision-making at the student, program, school, and district level. The APA is not designed to be a teacher-evaluation instrument. It is important to note, however, that as future reauthorizations of the IDEA produce modifications or changes to federal regulations governing assessment of students with disabilities, the APA will have to be modified accordingly.

1.2.1 TRANSITION

This RFP is being issued after the commencement of the 2003-2004 assessment cycle. To meet required deadlines, the NJDOE initiated training in September 2003, and the evidence collection period began in late October 2003. Other activities will be undertaken by NJDOE as necessary to ensure the integrity of the cycle.

As a result, the schedule of contract tasks and deliverables will be modified for the 2003-2004 assessment cycle. The final schedule will be based upon the contract award date. At the initial work plan meeting (see Section 3.2.1), the NJDOE will provide the contractor with all materials used in the training and other sessions and such other information as is available, and will inform the contractor of the tasks and deliverables remaining to complete the 2003-2004 cycle. The contractor will adjust its work plan for the 2003-2004 cycle and price for Tasks 1 and 2 accordingly.

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP. Written questions can be, e-mailed, faxed or mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Edward T. Cotterell

State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

Email to: Ed.Cotterell@treas.state.nj.us
Phone Number: 609-984-6241
Fax Number: 609-292-5170

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.

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

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

1.3.1.2 QUESTION PROTOCOL

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

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

1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

1.3.3 MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

Date:	February 11, 2004
Time:	10:00 AM
Location:	DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY PURCHASE BUREAU BID OPENING ROOM, 9TH FLOOR 33 WEST STATE STREET TRENTON, NJ 08625-0230 Directions to the Pre-bid Conference can be found at the following website: http://www.state.nj.us/treasury/purchase/directions.shtml

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 bidders regarding this RFP. Samples of the current report materials will be disseminated at the Mandatory Pre-Bid Conference.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized as a written addendum to the RFP. Answers to deferred questions will also be formalized as a written addendum to this RFP. See RFP Section 1.4.1 for procedure to obtain addenda.

1.3.4 SUBMISSION OF BID PROPOSAL

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

DATE:	March 10, 2004
TIME:	2:00 PM
LOCATION:	<p>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</p> <p>Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml</p>

1.3.5 DOCUMENT REVIEW ROOM

Not Applicable

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.**

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. Bidders are solely responsible to be knowledgeable of all addenda related to this procurement prior to bid submission.

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

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

2.1 STANDARD DEFINITIONS

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

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.

May - Denotes that which is permissible, not mandatory.

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

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

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

Should - Denotes that which is recommended, not mandatory.

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

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

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

Work Day (Business Day) - Monday through Friday, excluding official State Holidays.

2.2 CONTRACT SPECIFIC DEFINITIONS

APA – New Jersey Alternate Proficiency Assessment

AYP – Annual Yearly Progress as defined in the No Child Left Behind Act.

CCCS - Core Curriculum Content Standards as revised and adopted in 2002.

CCCSSSD - Core Curriculum Content Standards for Students with Severe Disabilities.

CDS – County School District

Department Fiscal Officer - The individual(s) designated by the Department of Education responsible for financial matters.

DFG - District group factor, a code indicating the socioeconomic status of school districts.

DIF - Differential item functioning.

GEPA – Grade Eight Proficiency Assessment

HSPA – High School Proficiency Assessment

IEP – Individualized Educational Program

IDEA - Individuals with Disabilities Education Act.

LAL - Language Arts Literacy.

LEP - Limited English Proficient

NCLB – No Child Left Behind Act, PL 107-110

NJASK – New Jersey Assessment of Skills Knowledge

NJDOE – New Jersey Department of Education

3.0 SCOPE OF WORK

3.1 ESSENTIAL CHARACTERISTICS

The contractor must develop and implement an Alternate Proficiency Assessment program in grades 3, 4, 8, and 11 in language arts literacy and mathematics, starting in 2003-2004, and with pilot testing in science in 2004-2005, followed by operational inclusion of science in subsequent years. The program must expand in subsequent years to include the additional grade levels 5 through 7, as required by NCLB and described in Section 1.2 above. Assessments must:

1. Align with the revised state CCCS and CCCSSD, and with State and federal accountability policies and regulations affecting students with disabilities;
2. Produce information related to student progress and program dimensions delineated in the scoring rubric;
3. Use a portfolio/performance-based assessment methodology;
4. Meet or exceed relevant nationally recognized professional and technical standards, as established by the Standards for Educational and Psychological Testing (1999), published jointly by the American Educational Research Association, the American Psychological Association, and the National Council on Measurement in Education;
5. Include ongoing training programs for parents, field-educators, administrators, and other personnel involved in administering and scoring the assessments;
6. Produce accountability reports capable of satisfying federal reporting requirements, as specified in the laws and regulations specified in this contract including, but not limited to, NCLBA and IDEA.
7. Allow results to be disaggregated within the State, by means of State-assigned county-district-school (CDS) codes, and by gender, race, and ethnicity, as well as English proficiency, migrant status, economic status, and special education disability category;
8. Impose the minimum level of administrative burden on local districts compatible with high-quality, valid, and secure assessments; and
9. Allow for as rapid a dissemination of assessment results, in hard copy and electronic form, as compatible with a maximum level of quality control in the production of that data.

3.2 GENERAL REQUIREMENTS

3.2.1 WORK PLAN

The contractor shall prepare a work plan. The contractor shall meet with the Director of the Office of Evaluation and Assessment within 10 working days of the awarding of the contract, and at the beginning of each annual cycle thereafter, to review the contractor's work plan. This plan will specify the work events, deliverables, completion dates, and the agency responsible for completing each of the work events. A final written work plan, which will be approved by the Director of the Office of Evaluation and Assessment, shall be completed within 15 working days of the meeting. This work plan includes the Yearly Schedule as specified in Section 3.2.6.

As the RFP was being prepared, it became clear that the contractor will not start in October 2003, but instead will start sometime in the spring of 2004. While the RFP requires the bidders to submit a bid for the first year as if the contractor will be working for the entire first year, it is clear that the contractor will not perform all the work required in the first year. Instead, another contractor will start the first year's work. The contractor awarded this contract will finish the work started by that other contractor after contract award. Therefore, as part of the first year work plan, the contractor shall provide a price breakdown listing the price components of its Task 1 bid price and any other bid price line where the prior contractor may have performed part of the work. That price break down shall form a basis to prorate payment to the contractor for the part of the first year cycle that the contractor actually works.

3.2.2 ADJUSTING OR EXPANDING

The contractor must be capable of adjusting or expanding the original requirements set forth in this RFP, with the approval of the Director of the Office of Evaluation and Assessment, to accommodate unforeseen developments that take place during the term of the contract.

3.2.3 NJDOE APPROVAL

All contractor activities performed under this contract must be accomplished in consultation with, under the direction of, and with the approval of the Director of the Office of Evaluation and Assessment. The NJDOE shall approve the wording and format of all final reports.

3.2.4 NEW JERSEY EDUCATOR PARTICIPATION

The contractor shall propose and implement an assessment development process that assures the involvement of the contractor, NJDOE staff, New Jersey teachers, parents, educators, and the public. At a minimum, educators shall: (1) identify program specifications based on the CCCS/CCCSSSD; and (2) serve on the Advisory Committee and in work groups.

3.2.5 MONTHLY PROGRESS REPORTS

The contractor must submit electronic monthly progress reports to the Director, Office of Evaluation and Assessment, within 10 days of the end of each month or as otherwise scheduled. The monthly progress reports shall include, but are not to be limited to, reports on the status of ongoing activities, decisions made, decisions pending, activities completed, problems, and timelines for scheduled activities. Progress reports shall be in a format that is approved by the Director, Office of Evaluation and Assessment.

3.2.6 YEARLY SCHEDULE

The contractor will create a master schedule for all major activities. A draft work schedule will be prepared by the contractor for submission to the NJDOE one week prior to the initial planning meeting, which will be held no later than 10 working days after a contract award. The schedule will indicate essential steps for the completion of project work tasks, initiation and completion dates, and task responsibility. The schedule will be updated regularly, indicate actual task completion dates, and be revised as needed with NJDOE's approval. The schedule will be made available within three business days, in hard copy and electronic form, upon request by the director, Office of Evaluation and Assessment.

It is anticipated that the cycle of assessment work will require approximately 15 months. Therefore, a normal annual assessment cycle will start once every year and last for 15 months. This will result in an overlap of three months as the end of the prior cycle overlaps with the beginning of the next assessment cycle.

3.2.7 STATISTICAL PROCEDURES

Within 90 days of contract award, the contractor will provide to the Director, Office of Evaluation and Assessment, a detailed explanation of all procedures related to calculating scores, the production of score look-up tables, and the reporting of results. This material will be reviewed by the NJDOE for approval. The contractor must make all changes determined appropriate by the NJDOE for meeting accepted psychometric standards.

3.2.8 TOLL-FREE NUMBER

The contractor must provide a toll-free telephone number, for use by NJDOE and district staff, that will be answered from 8:30 a.m. to 4:30 p.m. Eastern Time. Contractor personnel trained to respond to inquiries from NJDOE and district staff about APA procedures must staff this number.

3.2.9 PUBLICATION/PROGRAM DOCUMENTS BINDER

The contractor will maintain for each assessment administration, a binder containing, in hard copy, all publications, programs and source codes, correspondence, and any other pertinent documents used by or related to the testing program. This binder must be presented to the NJDOE at the conclusion of each administration cycle, following completion of the State summary report (See Section 3.11.10); in the interim, it must be made available to the NJDOE at any time, upon written request by the Director of the Office of Evaluation and Assessment, within ten business days of such request.

3.2.10 WEB SITE HOSTING

The contractor must establish a secure, password-protected interactive web site suitable for storing and downloading training manuals, informational guides, and program reports developed by the contractor in conjunction with the testing program, and for transmitting rescore requests, materials requests, and other appropriate administrative inquiries. The web site must support current and historical versions of MS Internet Explorer and Netscape Navigator, in both standard PC and Macintosh versions. The program web site must be maintained by the contractor for the

contract term, including all extensions, and for a six-month period beyond the expiration of the contract. This web-platform is intended to reduce administrative burdens on both district and NJDOE staff.

3.2.11 COMMUNICATION WITH DISTRICTS

In concert with the web site specified above in Section 3.2.10, the contractor must propose and design a means of communicating additional assessment design and assessment administration information and updates to districts through one or more of the following vehicles: newsletter, program website, consolidated mailings, PowerPoint presentation, video-conference, listserv, or other means. All communications between the contractor and institutions administering the APA or responsible for the students taking the APA must be directed through and approved by the NJDOE. Memoranda required to implement various aspects of the assessment shall be prepared by the contractor and approved by NJDOE prior to their release. The contractor must be prepared to mail and/or fax up to 15 memoranda or sets of instructions annually to school and district coordinators of assessment, as well as the chief school administrator of each school district or institution. These mailings include but are not limited to the following:

1. Memorandum to districts providing information about the pilot science component of the APA;
2. Memorandum to districts announcing administrator training sessions;
3. Memorandum to districts announcing APA training for teachers new to the APA;
4. Memorandum to districts announcing updated APA training for teachers with prior APA experience;
5. Memorandum to districts announcing follow-up training sessions;
6. Memorandum to Advisory Committee members announcing meeting times/locations;
7. Memorandum to districts recruiting participants for standard setting meetings;
8. Memorandum to districts recruiting participants for benchmarking meetings;
9. Memorandum to districts announcing Score Interpretation meeting times/locations;
10. Memorandum to districts accompanying portfolio binders and evidence collection materials;
11. Instructions for mailing to districts to initiate student APA registration, material survey, and sending/receiving guidelines information;
12. Memoranda to accompany APA Educators Manual and Score Interpretation Guide;
13. Memoranda to districts accompanying score reports and State summary reports.

3.2.12 COMMUNICATIONS WITH STATEWIDE CONSTITUENCIES

While it is the function of the NJDOE Commissioner to respond to questions regarding testing from the State legislature, the media, and the public, the contractor must be prepared to assist the NJDOE in its communications with such constituencies, and be prepared, if necessary, to assist NJDOE in demonstrating the psychometric validity and defensibility of the assessments developed under this contract.

3.2.13 ALTERNATIVE PROCEDURES

The contractor may propose more effective procedures than the procedures specified in the RFP. However, if the State Contract Manager does not accept the alternate procedures or processes it will be incumbent on the contractor to perform the contract work as specified. Any approved alternatives procedures may require an equitable adjustment in payments made to the contractor.

3.2.14 REPORTS

Reports generated by the contractor shall include at the school, district, DFG and State levels, counts of total student enrollment and number of students tested in the current test administration.

3.3 MEETING SITE LOGISTICS

By its nature, the APA requires a considerable and ongoing planning and training effort, requiring planning meetings, meetings of advisory and other committees, and training sessions for lead teachers, child study team members, and administrators and will require half-day teacher training sessions.

The contractor is responsible for all meeting site, meal, lodging, registration (pre-registration and onsite), photocopying, and other logistical costs, including participant stipends, where applicable. For all meetings and training sessions, the contractor must provide fax line, telephone, and audio-visual resources.

As a general rule, all meetings or training events involving attendance or participation by teachers, district staff, advisory committee members, or members of the public must be held in easily accessible, commercially available meeting facilities, such as hotels, conference halls, university settings, or other appropriate locations. For half-day sessions, light refreshments shall be provided as appropriate to the time of day. When two sessions per day are scheduled on one day, appropriate light afternoon refreshments shall be made provided for each session. For full day events, lunch must be provided as well as light morning and afternoon refreshments.

No overnight accommodations are needed for this process, except during benchmarking and standard setting meetings (sections 3.9.3 and 3.10, respectively). Lodging and meal reimbursements for up to two non-NJDOE educator assistants may be required for multi-day training events and during standard setting and benchmarking. In this contract, the contractor shall never reimburse NJDOE staff for lodging or meals.

Planning meetings normally involve contractor and NJDOE staff only (see section 3.5). The contractor should expect that most meetings may be held at NJDOE offices or other public facilities. To allow for the possible unavailability of adequate meeting space at NJDOE offices or other public facilities, the contractor must budget two planning meetings during the first year of the contract and one planning meeting during each subsequent year of the contract in commercial meeting facilities, as described above for training and advisory meetings. The contractor must be prepared to assist department staff in identifying suitable non-commercial meeting locations, as necessary. The contractor must arrange to provide a light breakfast for all planning meetings.

District staff must be paid honoraria of \$110 per day and compensated for mileage and tolls, according to the standard State rates. Standard State rates are found at <http://www.state.nj.us/infobank/circular/cir0405b.htm>. The contractor shall prepare 1099 forms for all persons receiving honoraria above \$600 per year and shall file or provide persons receiving such honoraria with any other State or Federal income tax forms related to the receipt honoraria.

The APA program may require NJDOE staff to visit the contractor's work site to perform quality control protocols and related project activities that require immediate access to contractor data processing or production facilities. The contractor must plan on three (3) such NJDOE visitation events for each year of the contract as follows:

1. One visit to the contractor's scoring facility to oversee the scoring and standard setting process and to familiarize selected district staff with these procedures. For the first two years of the contract, the contractor must plan on a NJDOE visitation for up to eight days by four NJDOE staff or district representatives. For the remaining years of the contract, the contractor must plan on a visitation of up to four days by three NJDOE or district representatives.
2. A quality control visitation event to validate scoring, data processing and score reporting systems. Such a visitation event will include up to three NJDOE staff.
3. An additional on-site visitation event, if necessary, for 4 days by up to three NJDOE staff.

The contractor shall not reimburse NJDOE or other State personnel for meals or lodging while they make these visitations. The contractor shall be required to arrange and reimburse non-State personnel, such as district staff, for the meals and lodging costs to attend these visitations. The contractor shall adhere to the standard State reimbursement rates for district staff for all visitation events. The reimbursement rates are found at <http://www.state.nj.us/infobank/circular/cir0405b.htm>.

3.4 APA SUPPORT COMMITTEES

The Department maintains two committees to support the APA program, the APA advisory committee and a curriculum frameworks committee. Other ad-hoc work groups may be necessary as well.

3.4.1 APA ADVISORY COMMITTEE

The APA Advisory Committee consists of approximately 24 members representing higher education, teachers, administrators, and advocates for students with disabilities. This standing committee will meet six times each year.

3.4.2 CURRICULUM FRAMEWORKS COMMITTEE

The Curriculum Frameworks committee will consist of 24 members (eight per content area) to assure adequate review of tasks and development of test specifications. Work group members will use the CCCSSSD to identify assessment content and the context for assessment tasks. As part of the process, work group members will match each task to the CCCSSSD. The work groups will also provide feedback on assessment, scoring and training materials developed for the APA. The contractor shall propose a work group structure along with roles and responsibilities including, but not limited to, those outlined above.

3.4.3 CONTRACTOR RESPONSIBILITIES FOR COMMITTEES

For each committee, the contractor shall provide administrative support which includes:

1. Maintaining a database of committee members;
2. Identifying a task development calendar in collaboration with NJDOE;
3. Making facility, meal and lodging arrangements;
4. Providing meeting notification to all committee members;
5. Preparing and photocopying materials;
6. Paying meeting, expenses, including stipends (\$110 per day) and travel expenses for committee members;
7. Facilitating the meetings; and
8. Maintaining minutes of all meetings.

3.4.4 COMMITTEES THAT THE CONTRACTOR MUST CREATE AND SUPPORT

This contract requires the contractor to create and support two additional committees as part of the process of developing APA benchmarking and standards setting. Those Committees are:

Benchmarking Committee as specified in Section 3.9.3.

Standard Setting Committee as specified in Section 3.10

The contractor shall be responsible to provide all the administrative support for these committees as specified in Section 3.4.3 above and as otherwise specified in this RFP.

3.5 PLANNING MEETINGS

During the first year of the contract, corresponding to the 2003-2004 school year, the contractor will be responsible for conducting eight planning meetings, totaling twelve days, with NJDOE staff in New Jersey, to be held approximately every other month. For subsequent administration years, one 2-day planning meeting every three months must be planned. Planning meetings will be held in facilities as described above, in Section 3.3. Required tasks include but are not limited to:

1. Identifying a task development calendar in collaboration with the NJDOE;
2. Making facility arrangements, as necessary;
3. Paying meeting expenses;
4. Preparing and photocopying planning materials;
5. Facilitating the meetings; and
6. Maintaining minutes of all meetings.

Key contractor staff must be regularly accessible at other times by telephone, conference call, email, and fax.

3.6. TRAINING

The contractor must implement the informational and training programs described herein for the purposes of informing educators and the public about the purpose and process of the APA. The contractor's training proposals must include training and briefings for teachers and administrators in all aspects of implementing the APA including, but not limited to task development, curriculum frameworks, use of rubrics, scoring and interpreting scores. In-person training should be conducted regionally, at a minimum of three locations statewide.

It is the intention of NJDOE that all APA teacher training be conducted in person, in facilities as described above. This in-person teacher training will require the contractor to provide two special education specialists to assist in conducting the training as well as administrative staff to handle onsite registration and logistical support. For administrator and score interpretation training, the contractor is encouraged to propose cost-effective alternatives to

in-person training, such as video conferencing, web-based PowerPoint presentations, and other means of providing implementation and on going professional training.

3.6.1 TRAINING MEETINGS

During the contract period, the contractor must conduct training meetings and briefings for lead teachers and administrators prior to and during the collection period, and follow-up score interpretation meetings, as outlined in the 2002-2003 APA Educators Manual, available at NJDOE's website. These meetings and briefings must be conducted at convenient, accessible regional sites, in facilities with logistical support as described above in Section 3.3. The contractor must design a training program and schedule, in keeping with the requirements described herein, for the duration of the contract. The following training needs are anticipated:

1. Administrator Training (late September-October): 8-10 half-day sessions over 4-5 days, with approximately 230-250 total attendees per day; morning sessions are significantly more heavily attended. Requirements: agenda and content development, trainers, announcement memorandum and mailing, registration protocol, on-site registration and support.
2. New teacher training (early October): 8-10 half-day sessions over 4-5 days, with room for up to 200 attendees per session. Requirements: agenda and content development, trainers, announcement memorandum and mailing, registration protocol, on-site registration and support.
3. All teacher training (first two weeks of October): 14 concurrent, half-day sessions spread over 7 days: approximately 150-200 total participants per room per day. Requirements: agenda and content development, trainers, announcement memorandum and mailing, registration protocol, on-site registration and support.
4. Follow-up training (January-February): 10 half-day sessions for up to 125 participants per session, but commonly attended by 70-80 participants per session. Requirements: agenda and content development, trainers, announcement memorandum and mailing, registration protocol, on-site registration and support.
5. Score Interpretation Training (November): 4 half-day sessions, with 2 simultaneous sessions per day: approximately 50-75 attendees per session. Requirements: agenda and content development, assistance with handout development, score interpretation manual, trainers, announcement memorandum and mailing, registration protocol, on-site registration and support.

As noted above, the NJDOE welcomes contractor proposals that offers cost-effective alternative options, i.e., to in-person training, for Administrator and Score Interpretation training. However, if the State Contract Manager does not accept those proposals, then the contractor must perform the training duties as specified. Any alternative must result in compliance with the contract requirements.

3.6.2 APA EDUCATORS MANUAL

The contractor shall produce and distribute a procedures manual annually as a resource guide for institutions and teachers administering the APA. Five thousand (5,000) copies must be printed and distributed to districts, schools, and other relevant agencies. The current version of the APA Educators Manual is available at the Department of Education's website <http://www.nj.gov/njded/stass/>. The manual shall cover APA policies, calendar of all important events, and logistical matters. It will include applicable regulations, policies and logistical information relevant to the school and district operational concerns in implementing the APA. The contractor may propose additional content to the handbook in line with the proposed development process. Department staff will oversee the development and editing process.

1. The contractor, in collaboration with NJDOE staff, will develop the APA Educators Manual annually to be reviewed and approved by NJDOE staff, and delivered to districts no later than October 10 of each year. For the first year of the contract, the manual must be produced within 45 days of the contract award date if that date is later than October 10. If the NJDOE has produced and distributed the Educators Manual on its own prior to contract award, then the costs of that deliverable must be credited against contractor billing for year one of the contract.
2. The contractor shall produce sufficient copies of the Educators Manual and disseminate it to each local education agency and educational facility administering the APA. Copies of the Manual will also be provided to relevant department staff.

3. The contractor shall provide an electronic copy of the Educators Manual to the Department, and make the text available on the program web site.

3.6.3 WEB-BASED TRAINING

In concert with the web site hosting described in Section 3.2.10 above, the contractor shall make all training materials available through the program web site, following approval of the training materials by the NJDOE, except where requested otherwise by the Director, Office of Evaluation and Assessment.

3.6.4 PARENTS' GUIDE

The contractor shall prepare and produce a pamphlet in English and Spanish that describes the APA for a parent/family audience. It must include a description of the assessment, benefits to the State and the students tested, and a student section that communicates the purposes and importance of the APA. The length of the pamphlet must not exceed eight (8) pages. Approximately 5000 copies will be produced each year for distribution at least 30 days prior to the beginning of the evidence collection period. The pamphlet must also be made available via the program website described in Section 3.2.10 above.

3.7 PILOT SCIENCE ASSESSMENT

The NJDOE intends to pilot-test an APA science component in 2004-2005, with full implementation of science assessment to begin in 2005-2006 or 2006-2007. The pilot will include a stratified sample representing approximately 500 student portfolios. The contractor shall develop, for NJDOE approval, a sampling method and implementations plan. The contractor must develop and implement training, benchmarking, and scorer training, and related activities unique to the science pilot, specifically:

1. Four (4) half-day teacher training sessions, to be held at regional locations, and to include training materials, continental breakfast, and fax, telephone, and audio-visual resources as specified in Section 3.3 above and will be compensated by line 9 on the price schedule.
2. Development and design assistance in the creation of assessable student tasks and activities reflective of classroom activities that connect instruction to curriculum standards;
3. Benchmarking/Pilot review meeting: three full days, with facilities, meals, honoraria, travel expenses for approximately 28 district, NJDOE, and contractor participants, and meals, in accordance with Section 3.3 above;
4. Science pilot scoring: five days in appropriate facilities, with 10 paid scorers and related accommodations, per Section 3.3 above.

In the event that the NJDOE defers pilot testing of science until 2005-2006, the price for the deliverable for shall be that bid for 2004-2005.

3.8 PRODUCTION AND DISTRIBUTION OF APA ADMINISTRATION MATERIALS TO DISTRICTS

APA student portfolios are assembled by organizing and collecting evidence of student performance into three-inch, three-ring binders for each student, provided to the districts through the contract. The contractor must make provision for the submission by districts of electronic forms of evidence, such as videotape, audiotape, photographs, etc. The contractor shall be responsible for supplying and mailing all binders and other materials relevant to the collecting of evidence, to the schools. This includes the cost of postage. Five thousand (5,000) binders shall be distributed to districts for the 2003-2004 assessment year; the quantity of binders must be increased in accordance with the expansion of the APA under NCLB and IDEA requirements, as noted in Section 1.2 above. The required accompanying materials include a letter with instructions, boxes, labels, scannable sheet, and Tyvek envelopes.

3.8.1 HEADER SHEETS

The contractor shall produce header scan sheets for identifying school and district information necessary to ensuring the matching of student portfolios and scores with the corresponding school and district. The scan sheet will be preprinted on the basis of district and school identifying information supplied by the NJDOE, and will accompany the shipment of binders, or collection materials, to the districts.

3.8.2 NON-ASSESSED STUDENTS

The contractor must propose a method for identifying and recording the names of students for whom APA portfolios should have been submitted by their district and were not submitted. Such a process will require the crossmatch of names across all NJDOE assessment programs. Thus the proposed method must have the capacity to interact with other NJDOE assessment contractor data files, in standard formats, provided by the NJDOE. The contractor must produce a summary report that identifies non-assessed students by name, student ID, district, school, and county. The contractor will receive a separate payment for each of these report that identifies a non-assessed student. That payment will be the unit price associated with Task 18 on the Price Schedule.

3.8.3 DEMOGRAPHIC INFORMATION

The contractor must produce a multi-page scannable sheet as a means of collecting demographic information for each student participating in the APA, and for subsequent use as the scoring sheet. This scannable document must collect the following student data:

1. Student name
2. Date of birth
3. Local and state assigned ID numbers
4. School
5. District
6. Sending/Receiving school data
7. Grade assigned
8. Gender
9. Race/ethnicity
10. Disability status
11. LEP status
12. Migrant status
13. Special education category
14. Economic disadvantage status

3.8.4 DOCUMENTS AND PRINTED MATERIALS

The contractor must develop a schedule for development and production of all documents relating to the Alternate Proficiency Assessment (APA), to be developed in concert with the NJDOE. The NJDOE reserves the right to make changes in printed materials at any stage of the project prior to final printing.

The contractor shall be responsible for producing and disseminating all documents related to the development and administration of the APA, both printed and electronic. All documents shall be produced in consultation with the NJDOE.

While it is the intention of the NJDOE that NJDOE staff will approve final (blue-line) versions of all APA documents, the contractor must provide a high-quality editorial review process, sufficient to ensure the highest standards of consistency, clarity, and accuracy in the production of all APA materials. The contractor's staff must have knowledge, skills, and experience in copyediting and production, as well as evidence of appropriate production capacity, including hardware, software, and related technical resources necessary to the editorial process.

1. The contractor shall prepare draft documents for proofreading and editing by the NJDOE according to the approved document preparation schedule.
2. The contractor shall disseminate all documents as planned, according to the approved schedule.
3. The contractor shall provide the NJDOE with electronic versions of all documents.

3.8.5 PORTFOLIOS

An APA portfolio is a collection of student work, student data, and educational information that relate to a student's progress on the New Jersey content standards. As currently designed, a portfolio consists of two entries, one for each of two content standards in each content area. An entry is a collection of 5-8 pieces of primary evidence that documents a student's knowledge and ability to apply key concepts and skills related to one targeted skill within one

particular content standard. An entry also documents key program components, as described in the current APA scoring rubric.

Entries are assembled during a collection period running from late October through April of the following year. Evidence must span the collection period. Currently, a completed APA portfolio contains the following items:

1. Introduction to the Reviewer (normally a text, visual, or video-based introduction by the student, with accompanying explanation by the teacher, if appropriate)
2. Table of Contents
3. Student Schedule
4. Standards selected from the CCCS/CCCSSSD as the basis of student APA entries
5. Two entries for each content area, LAL and Mathematics
6. Entry Cover Sheet for each CCCS/CCCSSSD entry.

The current process for developing student portfolios, along with subsequent collection and scoring procedures, is described in the 2002-2003 APA Educators Manual, which is available at the NJDOE's website.

<http://www.nj.gov/njded/stass/>

Except where noted otherwise, the contractor is required either to model the procedures contained in the APA Educators Manual or to propose specific alternatives for review and approval by the NJDOE. The major difference between current APA procedures, as described in the APA Educator's Manual, and the APA process to be implemented as a result of this RFP, is in scoring (see section 3.9.2 below)

The contractor must provide for electronic forms of APA evidence, e.g., video submissions, photographs, audio, etc.

3.8.6 PACKAGING, SHIPPING, AND DELIVERY OF MATERIALS

The contractor shall provide overnight delivery for all time-sensitive documents, memoranda, and other materials between the contractor and the NJDOE.

All secure APA administration materials needing to be shipped to districts, NJDOE offices, or other locations must be packaged and labeled for each school, and then packaged by school within each district. Packing lists must be supplied, and all shipments must be made by common carrier, be traceable, and require signature from authorized recipients.

Documents must be packaged by the contractor for shipment in reusable and resealable standard shipping cartons (minimum of 275 lbs. PSI bursting strength), to be marked "New Jersey Alternate Proficiency Assessment (APA) [year]."

Provisions must be made for school and district personnel to contact the contractor directly to resolve discrepancies regarding shipments. The contractor must be able to resolve shipping errors or problems, regardless of originating cause, in a timely manner. The contractor shall be responsible for all costs related to shipping of APA materials.

The contractor shall be responsible for the timely, secure collection of all APA portfolios and related secure materials from schools including the costs of that return shipment. Secure materials must be returned to the contractor by reliable common carrier, with provision for the tracing of all shipments.

3.8.7 SECURITY AND CONFIDENTIALITY

APA portfolios and related student records are secure documents, the confidentiality of which is governed by applicable state and federal student privacy laws. The contractor is responsible for preserving the security of APA portfolios and of student data.

The contractor must provide a system that provides security for all APA materials sufficient to guarantee the validity and integrity of the assessment. This system must provide an accurate inventory control process for student portfolios, and assign responsibility to specific individuals as assessment materials are received, stored and returned. The contractor must submit to NJDOE procedures that will be used to ensure the confidentiality and security of student portfolios and related assessment materials. Security features must include the delivery and pick-up of secure assessment materials, with reputable common carriers and signed verifications of pick-up and receipt, as well as a confidentiality agreements to be signed by all participating district and other non-NJDOE staff. Return shipments to

districts of student portfolios should be delivered only to authorized recipients of secure materials, as designated by the chief school administrator. Secure portfolios and other confidential materials shall not be opened or reviewed by teachers, parents, examiners, principals, district superintendents, or any unauthorized person. The Director, Office of Evaluation and Assessment, must be informed within 24 hours of the loss of any student portfolio.

3.8.8 ELECTRONIC DISTRICT ENROLLMENT SURVEY

In concert with the program website hosting in Section 3.2.10, the contractor must provide a password-protected electronic District Enrollment Survey mechanism that will provide the contractor and the NJDOE with information about the number of students who will be participating in the APA at each of the grade or age levels. The contractor must provide an alternative, non-electronic enrollment survey mechanism for schools without internet access.

3.8.9 STATE ASSIGNED STUDENT ID

The NJDOE is currently engaged in the development of a statewide student-level database and data warehouse, which will provide reporting and data analysis services. As part of this initiative, the NJDOE will begin assigning a unique 10-digit student identifier. It is essential, therefore, that the collection and reporting of student assessment data under this contract be compatible with leading information technology standards and practices as is the industry norm at the time work is performed. If the norms change over the time of this contract, the contractor may adjust to those new norms. Any standard or practice must allow for interface with the Statewide student data warehouse, as it is developed. The contractor must be prepared to include the student ID as a data element in electronic data files developed under this contract, and on printed forms, where deemed appropriate by the NJDOE.

3.8.10 COLLECTION AND RECEIPT OF APA PORTFOLIOS

The contractor must provide a secure system for distributing student portfolio materials to districts and a secure system for collecting and logging-in student portfolios that are returned from the districts. The system should include methods for processing and identifying student, school and district information on the header or scan sheets, and for ensuring the overall security of APA materials.

Such process must ensure that districts have a minimum of ten (10) business days following receipt of portfolio materials and accompanying scan sheets to complete the scan sheets, re-package the assessment materials, and ship the assessments back to contractor. As noted above, the contractor must provide the districts with portfolio material, binders, scan sheets, packing instructions, and related materials.

Collection procedures must include:

1. Verification of shipment completeness
2. Tracking system for accounting for each portfolio
3. Scannable student data/scoring sheets (see Section 3.8.3), and scannable header sheets
4. Scannable reader student/reader score monitor sheet to record scores for each individual student portfolio to include portfolio ID number, scorer ID numbers, scoring dates, scores, and other relevant data

The scoring process will therefore require the contractor to provide optical scanning equipment and scanner operators at the site where the completed assessments are received. The contractor must provide a detailed statement of preparedness for applying scanning technology in concert with the hand-scoring process, so as to maximize efficiency during the data collection phases.

3.8.11 TEST SECURITY BREACHES

The contractor must develop a protocol, subject to NJDOE approval, for responding to and reporting test security breaches. Such a protocol must include provision for mailings to breaching districts, documentation of breach incidents, and follow-up reporting to the NJDOE. The costs for any additional assessment required by a breach would be borne by the district, based upon a work statement issued by the contractor and approved by the department. These additional costs created by a breach would be payable by the district directly to the contractor. The NJDOE will support the contractor in the collection of such additional costs from the districts.

3.9 SCORING

3.9.1 SCORING OF THE APA

During the first two years of the New Jersey APA program (2001-2003), APA portfolios were scored by New Jersey educators at a scoring center in New Jersey, established and staffed by the contractor, in collaboration with the NJDOE. This scoring process was conducted over a seven (7) week period during the summer. The implications of recent NCLB and IDEA accountability reporting requirements have dictated an accelerated process. Thus, the NJDOE expects that the scoring of AP'A portfolios, under this anticipated contract, will have to be conducted outside the State, presumably, but not necessarily at the contractor's site. Furthermore, the NJDOE expects that the scoring must take place in the period March-May, in order to make possible reporting of APA scores by June 1.

The NJDOE recognizes that this timeline may be particularly challenging for the 2003-2004-assessment cycle. Therefore, the contractor must assure completion of APA score reporting for 2003-2004 either by June 1, 2004, or as close to that date as reasonably possible, based on the contract award date. For all future years of the contract, the contractor must assure completion of score reporting by June 1. In this case, "score reporting" means the individual student score reports, as well as disaggregated school and district performance summaries, as well as the quality control protocols necessary to ensure the accuracy of that data.

The contractor shall develop and implement a centralized scoring system that assures accurate and defensible student scores. The scoring system shall include a combination of monitoring and maintenance procedures to maintain the highest levels of scoring accuracy. The NJDOE anticipates that 6 weeks will be required for scoring and an additional week for data cleanup and administrative review. Scoring logistics should address the following requirements:

1. Actual/original student portfolios must be used throughout scoring process; scorers may not use facsimiles or copies of original student portfolios;
2. A scannable student data/demographic sheet must be provided for each portfolio, containing appropriate student and class information;
3. All student portfolios must be scored twice, by different scorers, with a third read when the scores are not adjacent or equal;
4. A scoring director (or one of two co-directors) must be on site during the approximately 6 week period required for scoring;
5. The scoring director(s) must have a four-year college degree, experience in special education assessment, and be capable of training and overseeing all scorer activities during the 7 week period;
6. Appropriate scanners, computers, and printers must be onsite as well, sufficient to support the handling of approximately 4000 portfolios over a 6 week period; such staffing must be expanded, as necessary, as the program expands to include additional grade levels, in compliance with NCLB requirements;
7. The scoring center must be provided with sufficient technical facilities for reviewing audio-video components of portfolio entries.

3.9.2 APA PORTFOLIO TASK SCORING GUIDE AND RELATED MATERIALS

The contractor must produce a Portfolio Scoring Guide, which will be updated annually. The guide will contain copies of actual student work, in each content area, representing each point on the rubric(s). The guide will be used in the scoring training and the actual scoring of student portfolios. The guide will be produced in collaboration with the work groups and NJDOE staff. Approximately 80 copies of the Portfolio Scoring Guide must be printed for each year of the contract, and the text made available in downloadable form on the program web site as well. The scoring guide must be prepared in advance of the benchmarking meeting described in Section 3.9.3 below, with copies available for use by participants at that event. In addition, the contractor must provide score worksheets (approximately 4 pages), teacher feedback, and void feedback forms, as directed by NJDOE staff.

3.9.3 BENCHMARKING AND BENCHMARKING COMMITTEE

The contractor must develop, submit and implement a system for benchmarking, the process by which exemplar portfolios are selected for the purpose of training scorers. As part of this process, the contractor, in consultation with NJDOE, is required to create and to solicit 12 – 18 New Jersey special education practitioners to participate in a benchmarking committee. The members of the benchmarking committee must be certified in special education, with appropriate grade level and content area expertise. The contractor is responsible for organizing the meetings of the benchmarking committee, which would normally convene for approximately 3 full days at a centralized location. The contractor has the same responsibilities to support the benchmarking committee (and Grade Level Teams as

described below) as the other committees described in Section 3.4.3, including, but not limited to, travel expenses and honoraria of \$110 per day, for educator participants.

Grade level teams must be organized from the membership of the larger benchmarking committee. These grade level teams will select examples of portfolios that represent the full range of student performance at each grade level in each content area, based on the scoring rubric. Other required materials and activities for benchmarking that must be provided by the contractor include the following: memorandums, mailings, training for participants, handouts, agenda development, plus lodging/meal accommodations for up to three NJDOE staff.

3.9.4 SCORER QUALIFICATIONS AND TRAINING

The contractor must develop standards and methods for selecting, training, qualifying, and monitoring scorers. After approval of the standards and methods by the State Contract Manager, the contractor must use the approved standards and methods to select, train, and qualify scorers. At minimum, scorers must possess a bachelor's degree and New Jersey certification in special education.

Scores must demonstrate a high degree of accuracy in scoring entries, with pre-established scores. The contractor must, in cooperation with the NJDOE, establish the minimum level of scoring accuracy that will qualify an APA scorer. Scorers who do not meet the required level of agreement must not be allowed to score the New Jersey APA. The contractor is responsible for ensuring that an adequate supply of qualified scorers is recruited and that working conditions, training, and scorer pay are sufficient for retaining scorers through the scoring period or large portions of that scoring period. The contractor must also ensure sufficient quantities of the APA Scoring Guide are available for use by scorers throughout the seven week scoring session.

3.9.5 RECALIBRATING SCORERS

The contractor must develop a method to monitor the accuracy of scorers throughout the scoring process, via a read-behind process that identifies possible scorer "drift" or other departures from scoring reliability. After approval by the State Contract Manager, the contractor must use the method in the performance of work under this contract. The method must include periodically recalibrating scorers in such a way as to provide opportunities to scorers to receive useful commentary on their scoring accuracy.

Monitoring of scorer accuracy must occur on a daily basis. The contractor must be prepared to provide regular statistical documentation of inter-scorer agreement. Any scorer who falls below the performance and accuracy standards for scorers approved by the NJDOE must be removed from the program and replaced with a qualified scorer, as necessary to complete scoring on schedule.

3.9.6 COLLECTING SCORER DATA

The contractor must develop a method for identifying scorers and matching them to their scores. The contractor must utilize the approved method when identifying scorers in the performance of this contract. The method must include means for tracking the scoring activities of each scorer, with statistical breakdowns of number of entries scored, rates of inter-scorer agreement, distribution by score points by dimension.

3.9.7 ALERTS

The contractor must develop a plan for alerting NJDOE and district staff to indications of child abuse or endangerment contained in student portfolios. After approval by the State Contract Manager the contractor must follow that plan when performing work under this contract and include it in any staff training. The plan must also include a protocol for identifying entries that appear to have been fabricated or that contain other troubling content. Such alerts must be communicated to the NJDOE within 48 hours of being identified by the scoring center.

3.9.8 DOCUMENTING THE TRAINING AND QUALIFYING PROCESS

For each administration, the contractor must prepare a training and qualifying report detailing the scorer training and qualifying process. This report should itemize the sequence of events and steps included in the training process, along with the materials, documents, and media used to implement it. The report must include a recommendation for identifying minimum levels of scorer accuracy, subject to approval by the NJDOE.

3.9.9 DAILY REPORTING

Daily and cumulative score reports must be produced, containing a record of inter-scorer agreement and number of third scorings required, as well as group totals. Other quality control reports, lending themselves to daily review, may be proposed by the contractor, but must be approved by the NJDOE before they are utilized. An equitable adjustment may be made to the contractor's payments when other quality reports are approved by NJDOE and used by the contractor. A final scorer report must be produced for each scorer, representing total hours worked and number of portfolios read, plus statistics representing rates of agreement and related information.

3.10 STANDARD SETTING AND STANDARD SETTING COMMITTEE

In consultation with NJDOE personnel, the contractor shall propose a standard setting methodology and deliver a standard setting plan and report appropriate to the assessment design for newly operational grade levels and content areas which will define the expected performance of students at various levels of competence. The standard setting process will develop proficiency descriptors and set cut scores.

As part of this process, the contractor, in consultation with NJDOE, is required to create a Standard Setting Committee to assure the participation of New Jersey educators in the standard setting process. The contractor, in consultation with the NJDOE, will solicit approximately 40 New Jersey special education practitioners to participate on that committee. From this committee the contractor will gather the judgments of subject-matter experts and teacher educators on the development and setting of minimal levels of proficiency and cut scores.

The contractor is responsible for organizing and supporting a meeting of the Standard Setting Committee and to provide services to this committee as specified in Sections 3.3 and 3.4.3. The contractor shall arrange for a separate meeting of the Standard Setting Committee for each event in the standard setting process: a one-day proficiency descriptor committee meeting, and the 3-4 day standard setting committee meeting.

The contractor must document the proposed standard setting process in advance, and provide a complete standard setting report, in both hard-copy and electronic form, within 90 days of the conclusion of the standard setting meeting. The NJDOE will review and approve the proposed standard setting plan and final report and present this plan to the New Jersey State Board of Education. NJDOE staff may request the contractor to assist in the presentation of the standards and cut scores to the State Board of Education. It is the responsibility of the New Jersey State Board of Education to approve standards and cut scores.

3.11 APA SCORE REPORTING

The contractor must propose and develop for NJDOE approval an APA score reporting system and use the approved APA score reporting system in the reporting of APA scores. In accordance with the IDEA, the results of statewide assessments for students with disabilities must be reported with the same frequency and in the same detail as those of non-disabled students. APA reporting must include individual student reports, school and district rosters and summaries, and state summary data. Score reports must be shipped to districts by secure courier.

Similar to the reporting system for the other statewide assessments, student level, school level, and district level reports must be sent to local education agencies and educational facilities administering the APA within a timely fashion after each APA administration. The contractor shall design, generate and disseminate, after each operational administration of the APA, student level reports, district and school level reports, and State summary reports. The contractor must develop a proposal for the APA score reporting process that will result in useful, easy-to-interpret score reports.

The contractor's proposed reporting process must include a detailed plan for the reporting of assessment results.

Districts must be afforded reasonable opportunity to request and receive an explanation of a void code and be provided procedures to allow the recoding of students, by means of a record-change process.

It is important to note that, as currently administered the New Jersey APA scoring process does not yield scale scores. Likewise, since there are no test items and therefore no item difficulty levels to track, there is no need to equate scores from year to year.

For the purposes of federal accountability reporting, the classification of student performance, using the State's three established proficiency bands (partially proficient, proficient, advanced proficient) is derived by combining the student progress level and the program level.

As a guide to current scoring and reporting practice, the APA Score Interpretation Manual for 2001-2002 is available at the NJDOE's website. <http://www.nj.gov/njded/stass/> Two copies of each APA score report shall be sent by the contractor to each sending district, sending school, or receiving school. APA score reports currently consist of the following:

Title	Recipient
1. Summary of School Performance	Sending District/School
2. Summary of District Performance	Sending District/School
3. All Subjects Roster	Sending District/School; Receiving School
4. Student Roster: Language Arts Literacy	Sending District/School; Receiving School
5. Student Roster: Mathematics	Sending District/School; Receiving School
6. Individual Student Reports	Sending District/School; Receiving School

3.11.1 DELIVERY MODES

The contractor shall be responsible for delivery of all results to the NJDOE as well as the appropriate county superintendents, district superintendents, and other regional offices. Delivery must be made by a common carrier approved by the State Contract Manager. In addition to the districts enumerated in Section 1.2, there are 21 county offices and three regional offices, as well as State-run facilities for the disabled and private schools for students with disabilities, with whom individual districts contract for services.

The contractor must also package all reports for distribution to schools and send the reports to the chief school administrator or his/her designee.

3.11.2 QUALITY CONTROL PROCEDURES/DATA CORRECTIONS

The contractor shall be responsible for developing a written quality control protocol and a data correction procedure, to be approved by the NJDOE, by which NJDOE staff may independently verify APA files, reports, and related procedures, using all appropriate source documents.

The contractor must provide for a quality control review meeting and support at the contractor's site as described in sections 3.3 and 3.4.3. During the quality control visit, the contractor must prepare and provide score reports for selected districts and schools, to be reviewed by NJDOE staff on site, and provide corrections and modifications to those reports and the programs by which the reports are produced, as deemed necessary by the NJDOE.

New Jersey requires accuracy in student, school, and district APA results. Based on past experience with other New Jersey statewide assessments, schools and districts may legitimately identify needed corrections to student, school and district data. The contractor must develop a method of receiving and processing record change and scoring inquiries within a reasonable time following the release of student scores, and of confirming to the districts and the NJDOE the actions taken on the basis of such requests. The contractor must then follow that approved method in the performance of this contract.

3.11.3 PRINTED AND ELECTRONIC PRODUCTS

The contractor shall proofread all printed and electronic products it produces and send copies to the NJDOE in paper and electronic format for NJDOE proofing prior to mailing any product to the districts, or posting to a website. The NJDOE must receive at least one copy of each report as requested before shipment to districts.

The contractor must verify the accuracy and consistency of all student-level data files before submitting them to the NJDOE or to school districts.

3.11.4 INDIVIDUAL REPORTING

Individual student reports for all Sections of the operational assessment, as well as Section rosters, roster summaries, and school and district summary reports, must be delivered to school districts no later than the first week of November. The Director, Office of Evaluation and Assessment, must approve all report forms. In accordance with Section 3.11.5 all reports must be made available to districts in both paper and electronic form.

3.11.5 INDIVIDUAL STUDENT REPORT (ISR)

The contractor shall prepare in paper and in CD or other easily read electronic format a report for each student which will include the student's performance in each content area (Section). Individual student reports must be prepared in duplicate for all students who participate in the assessment. It must also contain the student's name, sex, and date of birth, and grade level. This report must have a pre-printed Section, including information on how to read and interpret the results. This report must also contain a unique identification number for each student, created and assigned either under this program contract or in conjunction with the New Jersey student data warehouse initiative described in Section 3.8.9 of this RFP. This number will be used on all individual student reports, and rosters.

3.11.6 SINGLE-SECTION STUDENT ROSTER

The contractor shall prepare Section rosters in duplicate for each school in a district. There must be one roster for each content area tested. Each roster must list all students in descending score order by their content area scores indicating which students scored below the state proficiency standard and including dimension scores and all score levels. Each district will receive one copy of each report for each school and one district copy.

3.11.7 ALL SUBJECTS ROSTER

The contractor shall prepare a report containing Section scores for all Sections of the assessment that is alphabetically organized by students. Each school will receive one copy of the report and the district will receive two copies.

3.11.8 ROSTER SUMMARY REPORTS

The contractor must prepare a report at the district and school levels for each content area indicating the number and percent of students at or above state standards, the number and percent below State proficiency standards, and who received voids (i.e., no scale score, due to a security breach, insufficient evidence submitted, or other reason) at the school and district level for each content area, and for all content areas combined. One copy of each report will be sent to each school, district, and county office, and one copy will be sent to the NJDOE.

3.11.9 AGGREGATE SCORE REPORTING

The contractor shall prepare Aggregate Score Reports. Aggregate Score Reports must include aggregate score reports for each content area, containing school and district summary data, demographic data, and cluster breakdowns by school, district, DFG and Statewide. One copy of each aggregate score report will be sent to each school, district and county office, and one copy of each final, corrected report will be sent to the NJDOE.

Aggregate score reports on the State and district levels will be prepared containing summary performance data , broken down by sex, migrant status, ethnicity, LEP, economic status, and other federally mandated categories.

3.11.10 STATE SUMMARY REPORT

Each year, the contractor shall be responsible for preparing a State summary report of APA performance at the State level, broken down by county, DFG, ethnicity, gender, economic status, migrant status, and LEP status. The contractor shall provide a copy of this report for each district, for each school and county office as well as 200 extra copies for the NJDOE. In accordance with Section 3.2.10 above, this document shall be available on the program website, and provided in CD ROM format as well. The contractor is advised that the NJDOE may choose to integrate this State summary data into the State Report Card or other State reporting mechanism. Therefore, the contractor must have the capacity to provide system/State level data in a variety of modes.

3.11.11 APA SCORE INTERPRETATION MANUAL

For each year of the contract, the contractor must produce, in collaboration with the NJDOE, an APA Score Interpretation Manual. The Score Interpretation Manual must include examples of the reports and explain how the data for each report was derived. The Score Interpretation Manual should also present an overview of the scoring process and the scoring rubric, along with guidance about appropriate use and interpretation of APA score reports. The Score Interpretation Manual must be included in shipments of score reports sent to each district and school, and made available in electronic form through the program web site.

3.11.12 SCORE INTERPRETATION WORKSHOPS

In collaboration with NJDOE staff, the contractor shall hold meetings with district test and APA coordinators after each administration to discuss the interpretation and use of the assessment results. Two or more people will attend from each of about 750 districts and agencies (One from the district and one from each school). Morning and afternoon sessions will be held in each of the three State regions at suitable facilities (North, 2 sessions; Central, 2 sessions; and South, 1 session). Morning and afternoon refreshments will be available at all sessions. The contractor shall never provide reimbursements to NJDOE or State staff for meals or lodging during the performance of this contract.

The contractor must budget for score interpretation workshops as specified above, however, the contractor is encouraged to recommend alternative options for implementing score interpretation training through web-based or other electronic media that supplement or replace, in whole or in part, the in-person score interpretation workshops described above. On the basis of such recommendations accepted by the NJDOE, the contractor must agree to identify resulting cost savings and to issue credits for such savings, as negotiated with the State Contract Manager.

3.11.13 IN-STATE SCORING TRAINING FOR PROFESSIONAL DEVELOPMENT

In collaboration with the NJDOE, the contractor shall develop and provide logistical support for a series of in-state portfolio scoring training sessions for interested New Jersey special education teachers. The purpose of these sessions is to build, as a professional development activity, on the portfolio scoring skills developed by New Jersey special education teachers and administrators during the first two years of the APA program. Three two-day sessions shall be conducted at regional locations in the State over an 8-10 day period, according to the specifications for meeting site logistics in section 3.3 above, in July or August each year. Each session would serve approximately 100-125 participants. The contractor must, in keeping with section 3.3 above, provide registration, presentation materials, facilities arrangements, and logistical support for these sessions. This logistical support should include honoraria for up to four district staff experienced in portfolio scoring, to assist at each two-day session.

3.11.14 ADDITIONAL DATA ANALYSES/CONFERENCE SUPPORT

The contractor must be prepared to respond to reasonable requests by the NJDOE for various APA data or statistical analyses that have not been anticipated in this RFP. In addition, the contractor must commit to assisting NJDOE staff in preparing materials (e.g., handouts, Powerpoint slides, data tables) for any APA-related conference presentations in which NJDOE staff are participating.

3.11.15 COUNTY DISTRICT SCHOOL (CDS) CODE BOOKLET AND MASTER FILE

The contractor must produce from its APA database a CDS code booklet to assist sending and receiving schools in identifying appropriate codes to be entered on scan sheets. In addition, the contractor must produce each year a full CDS master file containing name, address, and contact information of all districts and other entities participating in the APA. The CDS code booklet and master file must be produced no later than January 15 of each year.

3.11.16 DISTRICT AND SCHOOL TEST COORDINATOR QUESTIONNAIRES

The contractor shall develop two short feedback forms, one for teachers administering the APA and one for school test coordinators, to solicit information regarding materials, communication, training, shipping, and other issues. These forms must be distributed to district and school personnel, at a time to be determined by NJDOE staff, in consultation with the contractor. The completed forms, along with an executive summary of their contents, must be provided to the NJDOE within 60 days of the completion of scoring for each year of the program.

3.12 RETURN OF SCORED STUDENT PORTFOLIOS

Upon the completion of the reporting process, individual student portfolios must be returned to originating districts by secure, traceable carrier service. This process will require an accompanying header or other cover sheet to assist in the identification of portfolios to the correct schools and to ensure the confidentiality of portfolio contents. Portfolios must be bundled by district and school within district, and packages must be marked "Secure NJDOE Assessment Materials" (or as otherwise directed by the NJDOE), with multiple packages marked "1 of 2," "2 of 4," etc. The contractor must notify the State Contract Manager, of any portfolios not accepted by or otherwise successfully returned to the correct districts, within 30 days of beginning the return process. All portfolios from the preceding assessment cycle must be returned to districts by October 15 of each year by the contractor.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

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 cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet (page 3 of the RFP).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **seven (7) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

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

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

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

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	<u>Cover sheet</u> 4.4.1.1	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.2	Ownership Disclosure Form (<u>Attachment 1</u>)
		4.4.1.3	MacBride Principles Certification (<u>Attachment 2</u>)
		4.4.1.4	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (<u>Attachment 3</u>)
		<u>1.1 of the Standard Terms & Conditions</u>	Business Registration from Division of Revenue
		4.4.1.5	NA
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	NA
		4.4.2.5	Potential Problems
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	Subcontractor(s)
4	Cost Proposal	4.4.4	Price Schedules (<u>Attachment 4</u>)

4.4.1 SECTION 1 – FORMS

4.4.1.1 COVER SHEET

The contractor must complete, submit and sign the cover sheet with the RFP (page 3 of the RFP).

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 attached as Attachment 1 to this RFP.

4.4.1.3 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 attached as Attachment 2 to this RFP

4.4.1.4 AFFIRMATIVE ACTION

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

The Affirmative Action Forms are attached as Attachment 3 to this RFP

4.4.1.5 SET ASIDE CONTRACTS

Not applicable to this procurement.

4.4.1.6 BID BOND

Not applicable to this procurement.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

4.4.2.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to perform the Scope of Work, Section 3.0, in a narrative format. All components of the Scope of Work should be addressed. 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 the Scope of Work, Section 3.0 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.

4.4.2.1.1 BACKGROUND SECTION

The management overview section of the bidders proposal must include a background Section with a brief discussion of CCCS and CCCSSD assessments and how those assessments are not appropriate for the students that are the focus of this contract. This Section should include a brief discussion of the laws, regulations and programs governing the Alternate Assessment Program and how an APA program must differ from the standard programs. It is essential that the bidder demonstrate an understanding of the standard assessment programs, indicate an understanding of how and why an Alternative Proficiency Assessment must differ from standard assessment programs, indicate an understanding of the types of students that will be assessed in an APA program and be capable of articulating this to the DOE, teachers, administrators, district personnel, committee members, and the public.

4.4.2.1.2 PROPOSAL TO PERFORM THE SCOPE OF WORK

The management overview must include a complete description of how the bidder proposes to perform the scope of work. This proposal must follow the outline of the major Sections of the scope of work as specified in Section 3.0. Wherever the scope of work indicates that the contractor must develop or propose a method, procedure, or system to perform work, the bid proposal should describe the bidder's proposed method. Failure by the bidder to include in the bid proposal methods the contractor is required to develop could cause the bid proposal to be determined non-responsive to the bid submission requirements or may form a basis to award the contract to a bidder that did propose such methods. This Section must have the following outline titles:

- Essential Characteristics
- General Requirements
- Meeting Site Logistics
- APA Support Committees
- Planning Meetings
- Training
- Pilot Science Assessment

Production and Distribution of APA Administration Materials
Scoring
Standard Setting
APA Score Reporting
Return of Scored Student Portfolios

The evaluation of the management overview will follow the above outline.

Whenever the Scope of Work indicates that the contractor may propose an alternative approach to the performance of a task, the bid proposal should describe the bidder's proposed alternative and indicate the cost savings, if any, to be achieved through the use of the alternative. However, the bidder's cost proposal must be based upon the tasks or deliverables as described in this RFP, not on the bidder's proposed alternative. It is possible that a bidder may be awarded a contract, but the proposed alternative may not be accepted. In such case the bidder that is awarded the contract will be required to perform the work of the contract as specified without adjustment to the bidders price proposal. After contract award, if the NJDOE chooses to utilize the proposed alternative, the price line for the task shall be adjusted accordingly.

4.4.2.2 CONTRACT MANAGEMENT

The bid proposal must include a contract management Section. In this Section, 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 must 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

The contractor must include a detailed plan for mobilizing its resource to initiate and sustain performance of the deliverables required by this contract, with particular reference to the first and second years of the contract. The first year mobilization must be described for the reasons that are detailed in section 1.2.1 above, and the second year mobilization must be described because year 2 will represent the first complete assessment cycle under this contract.

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, fax number, email address 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 of the bidder's proposed staff in the boxes showing management, supervisory and other key personnel (including sub-contractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual. The organization chart must clearly identify the bidder's proposed project manager.

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 the name and telephone number of a contact person 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

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

4.4.3.8 SUBCONTRACTOR(S)

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

4.4.4 SECTION 4 – PRICE SCHEDULE

The price schedule is attached to this RFP as Attachment 4. Failure to submit all requested pricing information will 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.

The price schedule is organized by tasks and requires the submission of both lump sum and unit price bids. The following describes the relationship of the tasks as specified on the price schedule to the work items specified in the scope of work. Specific RFP cross-references in each task description are given so the bidder can correlate the Price Schedule with the Scope of Work.

Task 1- Lump sum price for an operational APA program for grades 3, 4, 8, and 11: 2003-2004 school year, in mathematics and language arts literacy, with 3,500 portfolios.

On the Task 1 bid line on the Price Schedule, the bidder is to supply a lump sum price to perform all work and to provide all deliverables related to providing an operational APA program for 2003-2004, with certain exclusions. An operational APA for 2003-2004 is comprised of all deliverables, expressed or implied, in Section 3.1 through Section 3.12 of the Scope of Work. The deliverables include the core functions of the APA cycle: field training,

communications and logistical support, portfolio distribution, portfolio collection, scoring, and reporting as specified in the scope of work. The lump sum price excludes deliverables associated with Task 2 and Tasks 9 through Task 16 as specified on the Price Schedule and as explained below. All deliverable quantities noted in the Scope of Work or on the price schedule for the 2003-2004 APA program are maximum quantities and should be bid as such. The awarded contractor will be eligible for an equitable adjustment if required to perform work or to provide deliverables in excess of the quantities specified.

In keeping with section 1.2.1 and section 3.2.1 of the RFP, it is noted that the awarded contractor will be starting work in middle the 2003-2004 APA program. For bidding purposes, the bidder is to supply a lump sum bid price that covers the 2003-2004 APA program in full. However, it is impossible to predict exactly at what point the contractor will take over the 2003-2004 APA program. Therefore, section 3.2.1 requires the contractor to provide a price break down of its 2003-2004 Task 1 lump sum bid price as part of the first work plan. That price breakdown will be used to adjust payments for the 2003-2004 program. For the 2003-2004 APA program, the contractor will only perform the portion of Task 1 that remains uncompleted as of the date the contract is awarded.

Task 2 - Unit price for additional scoring/reporting quantity of portfolios related to Task 1.

Additional scoring/reporting comprises all scoring and score reporting activities described in Section 3.8.10 through Section 3.12 necessary for the processing of each additional student portfolio during the 2003-2004 assessment cycle.

The work of this task excludes work related to tasks 5 through 12 below. The work of this task excludes work, meetings, and deliverables in excess of the quantities specified in this task or specified in the scope of work. If the contractor is required to provide extra deliverables beyond those noted above, the contractor would be eligible for an equitable adjustment for the extra work.

Task 3 - Lump sum price for an operational APA program for grades 3, 4, 5, 6, 7, 8, and 11: 2004-2005 school year, in mathematics and language arts literacy, with 6,000 portfolios.

On the Task 3 bid line on the Price Schedule, the bidder is to supply a lump sum price to perform all work and to provide all deliverables related to providing an operational APA program for 2004-2005, with certain exclusions. An operational APA for 2004-2005 is comprised of all deliverables, expressed or implied, in Section 3.1 through Section 3.12 of the Scope of Work. The deliverables include the core functions of the APA cycle: field training, communications and logistical support, portfolio distribution, portfolio collection, scoring, and reporting as specified in the scope of work. The lump sum price excludes deliverables associated with Task 4 and Tasks 9 through Task 16 as specified on the Price Schedule and as explained below. All deliverable quantities noted in the Scope of Work or on the price schedule for the 2004-2005 APA program are maximum quantities and should be bid as such. The awarded contractor will be eligible for an equitable adjustment if required to perform work or to provide deliverables in excess of the quantities specified.

Task 4 – Unit price for additional scoring/reporting quantity of portfolios related to Task 3.

Additional scoring/reporting comprises all scoring and score reporting activities described in Section 3.8.10 through Section 3.12 necessary for the processing of each additional student portfolio during the 2004-2005- assessment cycle.

The work of this task excludes work related to tasks 9 through 12 below. The work of this task excludes work, meetings, and deliverables in excess of the quantities specified for this task or specified in the scope of work. If the contractor is required to provide extra deliverables beyond those noted above, the contractor would be eligible for an equitable adjustment for the extra work.

Task 5 - Lump sum price for an operational APA for grades 3, 4, 5, 6, 7, 8, and 11: 2005-2006 school year, in mathematics and language arts literacy, and science, with 6,000 portfolios.

On the Task 5 bid line on the Price Schedule, the bidder is to supply a lump sum price to perform all work and to provide all deliverables related to providing an operational APA program for 2005-2006, with certain exclusions. An operational APA for 2005-2006 is comprised of all deliverables, expressed or implied, in Section 3.1 through Section 3.12 of the Scope of Work. The deliverables include the core functions of the APA cycle: field training, communications and logistical support, portfolio distribution, portfolio collection, scoring, and reporting as

specified in the scope of work. The lump sum price excludes deliverables associated with Task 6 and Tasks 9 through Task 16 as specified on the Price Schedule and as explained below. All deliverable quantities noted in the Scope of Work or on the price schedule for the 2005-2006 APA program are maximum quantities and should be bid as such. The awarded contractor will be eligible for an equitable adjustment if required to perform work or to provide deliverables in excess of the quantities specified.

Task 6 – Unit price for additional scoring/reporting quantity of portfolios related to Task 5.

Additional scoring/reporting comprises all scoring and score reporting activities described in Section 3.8.10 through Section 3.12 necessary for the processing of each additional student portfolio during the 2005-2006 assessment cycle,

The work of this task excludes work related to tasks 9 through 12 below. The work of this task excludes work, meetings, and deliverables in excess of the quantities specified for this task or specified in the scope of work. If the contractor is required to provide extra deliverables beyond those noted above, the contractor would be eligible for an equitable adjustment for the extra work.

Task 7 - lump sum price for an operational APA for grades 3, 4, 5, 6, 7, 8, and 11: 2006-2007 school year, in mathematics and language arts literacy, and science, with 6,000 portfolios.

On the Task 7 bid line on the Price Schedule, the bidder is to supply a lump sum price to perform all work and to provide all deliverables related to providing an operational APA program for 2006-2007, with certain exclusions. An operational APA for 2006-2007 is comprised of all deliverables, expressed or implied, in Section 3.1 through Section 3.12 of the Scope of Work. The deliverables include the core functions of the APA cycle: field training, communications and logistical support, portfolio distribution, portfolio collection, scoring, and reporting as specified in the scope of work. The lump sum price excludes deliverables associated with Task 8 and Tasks 9 through Task 16 as specified on the Price Schedule and as explained below. All deliverable quantities noted in the Scope of Work or on the price schedule for the 2006-2007 APA program are maximum quantities and should be bid as such. The awarded contractor will be eligible for an equitable adjustment if required to perform work or to provide deliverables in excess of the quantities specified.

Task 8 – Unit price for additional scoring/reporting quantity of portfolios related to Task 7.

Additional scoring/reporting comprises all scoring and score reporting activities described in Section 3.8.10 through Section 3.12 necessary for the processing of each additional student portfolio during the 2006-2007 assessment cycle.

The work of this task excludes work related to tasks 9 through 12 below. The work of this task excludes work, meetings, and deliverables in excess of the quantities specified for this task or specified in the scope of work. If the contractor is required to provide extra deliverables beyond those noted above, the contractor would be eligible for an equitable adjustment for the extra work.

Task 9 – Lump sum price for Science Pilot Assessment including all meetings and materials 2004 – 2005

Science Pilot Assessment includes all development activities, contractor designed sampling methods, training, meetings, materials, scoring, benchmarking, and score reporting materials, expressed or implied, in Section 3.7 and required for completion of this task.

Task 10 – Lump Sum Price per year for the APA Educators Manual (all production and distribution) 5,000 copies

APA Educators Manual includes all editorial, printing, production, and distribution costs, per quantity of 5000 manuals per year as described in Section 3.6.2.

Task 11 – Unit price for additional advisory meetings (based on 25 participants in one day)

Additional advisory committee meeting includes all meeting materials and facilities costs per specifications in Section 3.3 and 3.4.1 and 3.4.3.

Task 12 – Unit price for half-day training meeting for NJ educators/administrators, up to 150 participants

Additional half-day training meeting includes all meeting materials and facilities costs per specifications in Sections 3.3 and 3.6.1.

Task 13 – Unit price for full-day training meeting for NJ educators/administrators, up to 150 participants

Additional full-day training meeting includes all meeting materials and facilities costs per specifications in Sections 3.3 and 3.6.1.

Task 14 – Lump sum price for standard setting (all meetings and materials)

Standard setting includes all meetings and materials, including communications, facilities, honoraria, data processing, and psychometric support, expressed or implied, in Section 3.10.

Task 15 – Report identifying non-assessed students, (Section 3.8.2)

Report on non-assessed students includes all communications, data processing, and production, expressed or implied, in Section 3.8.2.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL 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 Standard Terms and Conditions (see Appendix 1).

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

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

5.2 PERFORMANCE BOND

Not Applicable. No Performance Bond is required.

5.3 BUSINESS REGISTRATION

See Standard Terms & Conditions, Appendix 1, Section 1.1.

5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of four (4) years. The anticipated Contract Effective Date is provided on the cover sheet of this RFP (page 3 of this RFP). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional one year periods for up to two (2) years by mutual 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.

5.5 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth 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.

5.6 AVAILABILITY OF FUNDS

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

5.7 CONTRACT AMENDMENT

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

5.8 CONTRACTOR RESPONSIBILITIES

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

The contractor is responsible for the professional quality, technical accuracy 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.

5.9 SUBSTITUTION OF STAFF

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

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as 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, whose approval shall not be unreasonably withheld.

5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP as provided in Appendix 1 of this RFP.

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

The contractor must provide detailed resumes 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.

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

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

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

5.11 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of 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 to perform any of the services required under the contract into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this Section shall prevail. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, shall remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.12 DATA CONFIDENTIALITY

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

5.13 NEWS RELEASES

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

5.14 ADVERTISING

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

5.15 LICENSES AND PERMITS

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

5.16 CLAIMS AND REMEDIES

5.16.1 CLAIMS

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

5.16.2 REMEDIES

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

5.16.3 REMEDIES FOR NON-PERFORMANCE

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

5.17 LATE DELIVERY

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

Timothy Peters, PhD.
State Contract Manager
State of New Jersey
Department of Education
PO Box 500

Trenton, NJ 08625
Telephone: 609-984-7761
Telefax: 609-633-7496
Email: timothy.peters@doe.state.nj.us

5.18 LIQUIDATED DAMAGES

Liquidated Damages – Not Applicable.

5.19 RETAINAGE – 10%

The amount of retainage is 10% and is noted on the RFP cover sheet (Page 3 of this RFP). 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 100% of the retainage for the preceding three (3) month period. However, if the contractor's performance is not satisfactory such that expected deliverables have not been delivered or the deliverables do not meet the standards specified in this contract, the State Contract Manager may continue to withhold payment of the retainage until the issues involved with the unsatisfactory performance are resolved. Following certification by the State 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 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 price proposal payment shall represent an equitable adjustment

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)

Not applicable

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 the State Contract Manager, Department Fiscal Officer, and 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 Department Fiscal Officer 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 RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms, known as payment vouchers, 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. The State Contract Manager must approve all invoices before payment will be authorized.

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

5.25.1 PAYMENT TO CONTRACTOR

The contractor will be paid in 15 equal monthly installments for conducting the operational APA, Tasks 1, 3, 5, and 7. Each assessment cycle starts at yearly intervals; therefore, there will be an overlap of service between the end of one task and the beginning of the next task. When that occurs, the contractor will be eligible for the payments from both tasks during the overlap period, that being the payments due for the last three-month of one task and the beginning three months of the next task. During this three-month period the contractor will be eligible to receive payments for both tasks at the same time.

The contractor will be paid for additional portfolio scoring and reporting upon satisfactory completion of the activities, of each of tasks 2, 4, 6, and 8.

The contractor will be paid upon completion of each of Tasks 9 through 15.

5.26 CONTRACT ACTIVITY REPORT

Not Applicable to this Procurement.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals will 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 consultants 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 GENERAL 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 THE BIDDER'S PRICE PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price in Attachment 4.

6.4 CONTRACT AWARD

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

7.0 ATTACHMENTS AND APPENDICES

APPENDICES

1. New Jersey Standard Terms and Conditions
2. Set-Off for State Tax Notice
3. APA Educator's Manual (available at <http://www.nj.gov/njded/stass>)
4. 2002-2003 APA Educators Manual (available at <http://www.nj.gov/njded/stass>)

ATTACHMENTS - To be submitted with bid proposal.

Cover sheet (page 3 of this proposal)

1. Ownership Disclosure Form
2. MacBride Principles Form
3. Affirmative Action Supplement Forms
4. Price Schedules
5. Reciprocity Form (Optional Submittal)

APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2. LIABILITIES

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

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

a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

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

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

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

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

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

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

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

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

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

3.5 TERMINATION OF CONTRACT

a. Change of Circumstances

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

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

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this Section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

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

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

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

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

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

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

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

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

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

4. TERMS RELATING TO PRICE QUOTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE
NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX NOTICE

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

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this Section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

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

04-X-36560

BIDDER: _____

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

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

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

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

Company Name: _____

Address: _____

FEIN/SSN#: _____

PRINT OR TYPE: _____

PRINT OR TYPE: _____

Date _____

(Signature)

(Name)

(Title)

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM
NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

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

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

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

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

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

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

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

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

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

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

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

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

IMPORTANT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be so defined:

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

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

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

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

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

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

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

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

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

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

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

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

OFFICIAL USE ONLY

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

SECTION B - EMPLOYMENT DATA

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

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

ATTACHMENT 4 - PRICE SCHEDULES

**NEW JERSEY ALTERNATE PROFICIENCY ASSESSMENT (APA) FOR:
THE NEW JERSEY DEPARTMENT OF EDUCATION
Bid Number 04-X-36560**

Refer to RFP Section 3.0 (Scope of Work) for task requirements and deliverables

Price Schedule

PRICE LINE NO.	COMMODITY SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Task 1	Operational APA grades 3, 4, 8, and 11: 2003-2004 school year, in mathematics and language arts literacy, quantity of 3,500 portfolios (Lump sum)	1	Each	\$	\$
Task 2	Price for additional scoring/reporting of portfolios: Operational APA grades 3, 4, 8, and 11: 2003-2004 school year, in mathematics and language arts literacy (price per portfolio)	1	Each	\$	\$
Task 3	Operational APA grades 3, 4, 5, 6, 7, 8, and 11: 2004-2005 school year, in mathematics and language arts literacy; quantity of 6,000 portfolios (Lump sum)	1	Each	\$	\$
Task 4	Price for additional scoring/reporting of portfolios: Operational APA grades 3,4, 5, 6, 7, 8, and 11: 2004-2005 school year, in mathematics and language arts literacy (price per portfolio)	1	Each	\$	\$
Task 5	Operational APA grades 3, 4, 5, 6, 7, 8, and 11: 2005-2006 school year, in mathematics and language arts literacy, and science, quantity of 6,000 portfolios (Lump sum)	1	Each	\$	\$
Task 6	Price for additional scoring/reporting of portfolios: Operational APA grades 3, 4, 5, 6, 7, 8, and 11: 2005-2006 school year in mathematics and language arts literacy and science. (price per portfolio)	1	Each	\$	\$
Task 7	Operational APA grades 3, 4, 5, 6, 7, 8, and 11: 2006-2007 school year, in mathematics and language arts literacy, and science, quantity of 6,000 portfolios (Lump sum)	1	Each	\$	\$

Task 8	Price for additional scoring/reporting of portfolios: Operational APA grades 3, 4, 5, 6, 7, 8, and 11: 2006-2007 school year, in mathematics and language arts literacy, and science (price per portfolio)	1	Each	\$	\$
Task 9	Price for Science Pilot assessment (all meetings and materials) 2004-2005 Section 3.7 (Lump sum price)	1	Lump sum for Science Pilot Assessment	\$	\$
Task 10	Price per year, APA Educators Manual (all production and distribution, 5000 copies); Section 3.6.2 (price per manual)	4	Each	\$	\$
Task 11	Price for additional advisory meeting (based on 25 participants, one day, price per meeting)	1	Each	\$	\$
Task 12	Price for half-day training meeting for NJ educators/administrators, 1-150 participants (price per half day training session)	1	Each	\$	\$
Task 13	Price for full-day training meeting for NJ educators/administrators, 1-150 participants (price per full day training session)	1	Each	\$	\$
Task 14	Price for one standard setting (all meetings and materials) Section 3.10 (price per standard setting)	1	Each	\$	\$
Task 15	Report identifying non-assessed students, per Section 3.8.2 (price per report)	1	Each	\$	\$
Total Bid Price					\$

The bidder must provide a price for each bid item or the bid proposal shall be considered non-responsive.

ATTACHMENT 5- RECIPROCITY FORM
RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

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

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

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

.....

Name of Locality having preference practices:

City /Town/Authority	
County	
State	

- Documentation Attached
- Resolution Regulations/Laws
- Notice to Bidder Other _____

Name of Firm Submitting this information _____
Please Print