



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NJ 08625-0230

RICHARD J. CODEY  
*Acting Governor*

JOHN E. MCCORMAC, CPA  
*State Treasurer*

**TO:** All Potential Bidders

**RE:** RFP #: 05-X-37406

**RFP Title:** Design, Development, and Implementation of NJ SUCCESS for Labor and Workforce Development

- a) **New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal shall be cause for automatic rejection of the bid proposal.**
- b) **In accordance with Executive Order 134, the attached Certification form must be completed and returned with the Bid Proposal. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.**

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
12-6-2004	10:00 AM	<b>Mandatory Pre-Bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information)
1-13-2005	Before 2:00 PM Eastern Time	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

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

Sincerely,

Mary Lou Goho  
Leader, IT Contracts Team

E-Mail Address: [marylou.goho@treas.state.nj.us](mailto:marylou.goho@treas.state.nj.us)

# **ATTENTION VENDORS**

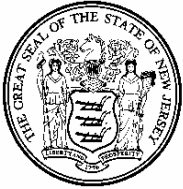
## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders' mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.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.



**STATE OF NEW JERSEY  
REQUEST FOR PROPOSAL**

**BID NUMBER: 05-X-37406**

**FOR:** DESIGN, DEVELOPMENT, AND  
IMPLEMENTATION OF NJ SUCCESS-FOR  
LABOR AND WORKFORCE  
DEVELOPMENT

TERM CONTRACT: **T-2329**  
REQUESTING AGENCY: 822050

ESTIMATED AMOUNT: N/A  
CONTRACT EFFECTIVE DATE: TBD  
CONTRACT EXPIRATION DATE: TBD  
COOPERATIVE PURCHASING: NO  
SET ASIDE: SEE **RFP SECTION 4.4.1.4**

**DIRECT QUESTIONS CONCERNING THIS RFP TO:**  
BUYER NAME: Mary Lou Goho  
PHONE NUMBER: 609-292-4297  
E-MAIL ADDRESS: [marylou.goho@treas.state.nj.us](mailto:marylou.goho@treas.state.nj.us)

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

- 1) **PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON JANUARY 13, 2005, 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 FOR SECURITY :   0   OR   0   %.  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
PRE-BID CONFERENCE: DECEMBER 6, 2004, 10:00 AM, DEPT OF LABOR/WORKFORCE DEVELOPMENT, 13TH FLOOR AUDITORIUM, JOHN FITCH PLAZA, TRENTON, NJ 08625-0058.

**ADDITIONAL REQUIREMENTS**

- 9) PERFORMANCE SECURITY:        OR   100   %
- 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 et. seq.).

**TO BE COMPLETED BY BIDDER**

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

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

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

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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 Labor and Workforce Development (NJLWD), formerly known as the Department of Labor.

The purpose of this RFP is to solicit bid proposals for the hiring of a contractor to provide system design, development, testing, implementation, and maintenance services to carry out an Unemployment Insurance (UI) Operations Modernization project (NJ SUCCESS – New Jersey State Unemployment Compensation Claimant and Employer Service System) to support the administration and delivery of unemployment insurance benefits. This project will revolutionize the business and technical systems that currently are utilized to deliver benefits and services.

NJ SUCCESS will be a comprehensive, integrated, web-based solution that includes document management, imaging, workflow, telephony, and infrastructure, to modernize the delivery of Unemployment Insurance benefits services.

The key components of the NJ SUCCESS system are:

- Claims Application development
- Information Access development
- Procedure and Policy Management and Integration
- Workflow Management
- Document Management
- Access via web and phone
- Telephony
- Operational Data Store (ODS)
- Data Warehouse
- Data Marts
- Online services for filing new and continued claims and reviewing claim status

NJ SUCCESS and its newly revamped business processes will significantly improve the State's ability to provide superior customer service, and will benefit the four key stakeholder groups: claimants, employers, NJLWD employees, and employees from other agencies in federal and state government.

NJ SUCCESS will allow claimants to:

- Use one access point to UI services
- Spend less time on the phone trying to contact an agent
- Avoid redundant data entry through the consolidation of forms and business processes
- Manage their own claim
- Request that a NJLWD agent return their call or return correspondence through email
- Get access to more information:
  - Their own claim information, including remaining potential weeks of benefits, their wage information, and the workflow status of their claim
  - Links to other Workforce Partners, including Employer Services and One-Stop Career Centers
- Have access to more self services, including job searching, changing certain information on their claim, checking the workflow status of their claim, filing an appeal when benefits are denied, and scheduling the appeal
- Reach the next available agent no matter where within the state the agent is located, through a new telephony system
- Access services in multiple languages
- Access services through the Internet, telephone, and mail
- Use automated questionnaires for efficient and concise eligibility questioning
- View/receive timely notification of claim decisions

- Use teletypewriter (TTY) capability for the hearing impaired
- Receive services as a visually impaired claimant
- Receive more services
  - Receiving forms through email
  - Access “Frequently Asked Questions” (FAQS)
  - Request an appeal or an appeal reconsideration via phone (taking advantage of voice-to-text software), by the Internet, or through mail
  - Arrange for direct deposit of benefits
  - Enter their claim, or check their claim status at any time, 24 hours a day, 7 days a week.

NJ SUCCESS will allow employers to receive more services by:

- Editing their own profiles online
- Reviewing claims that are charged against their account
- Reviewing charges against their account
- Providing appeal information
- Providing adjudication information via phone, Internet or mail
- Scheduling adjudication sessions
- Filing appeals
- Reviewing wage data
- Creating basic claims for individuals in the case of mass layoffs
- Requesting an appeal or an appeal reconsideration via phone (taking advantage of voice-to-text software), by the Internet, or through mail
- Accessing their information 24 hours a day, 7 days a week.

For agency employees, NJ SUCCESS will provide:

- Automated scheduling and work load balancing of process events
- Automated cross checks to determine potential claim problems and possible fraud allowing Benefit Payment Control (BPC) to proactively approach its work
- Automated generation of notifications and forms
- Ability to view a claimant’s and employer’s complete body of information (including data entered through the Internet, phone, scanned forms and digital recordings) through case folders
- Ability to view scanned images of mailed-in forms and notifications using a new imaging system
- Ability to view and arrange process workflows
- Allowing the assignment of work based on a number of rules – for example, by skill-set / location / individuals’ workloads
- Automatic application of the appeal decision by the NJ SUCCESS system (as entered by the appeal tribunal or Board of Review)
- Ability to view help online
- Ability to view policies, procedures and state UI law online
- Accessing a new UI Data Warehouse and its accompanying Data Marts to create ad hoc reports
- Automated federal reports
- Capability to expedite claims in hardship situations.

And for the employees of partner agencies (federal and state), NJ SUCCESS will provide:

- Access to a new UI Data Warehouse and its accompanying Data Marts to create ad hoc reports
- Links to the services provided by partners (Employer Accounts and One-Stop Career Centers)
- Link to America’s Job Bank search engine at: <http://www.jobsearch.org/>.

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

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

## **1.2 BACKGROUND**

### **1.2.1 INTRODUCTION TO THE UNEMPLOYMENT INSURANCE PROGRAM**



The Division of Unemployment Insurance (UI) and the Disability During Unemployment (DDU) Insurance Service Unit within NJLWD are responsible for providing essential income support to New Jersey workers who experience unexpected periods of unemployment or who become disabled during periods of unemployment.

In the past few years, the State has made continual improvements to its operations to increase both processing efficiency and convenience to claimants and employers. Information technology has played a major role in these improvements. For example, the introduction of interactive voice response (IVR) telephone systems has reduced manual claim filing from 100% in 1998 to about 10% today. The 10% residual manual claim filing consists of TML/PML (Temporary/Permanent Mass Lay-off) services provided onsite at employer establishments and limited exception services provided to walk-in traffic at One-Stop offices. Additionally, the State has developed web applications for filing initial claims and for certifying for continued benefits.

The Division of UI receives technical assistance for its automation activities from NJLWD's Division of Information Technology (DIT) and from the State's central computer services organization, the Office of Information Technology (OIT).

The eight processes of UI and DDU that are central to providing timely and appropriate delivery of services are:

**Triage and Inquiry:** The process by which claimants and employers can immediately access the Division of UI via local no-cost or low-cost phone numbers, the web, or through a one-stop triage representative. Those contacts will route customers quickly and efficiently to the services they need, whether those services are to be provided by the Division of UI or one of its partners, route customers with more complex inquiries or needs to a customer service representative, and allow customers to get answers to straightforward questions on their own, quickly.

**Intake and Adjudication:** This process includes filing an application for unemployment insurance benefits, or disability during unemployment benefits, and determining the claimant's eligibility and the employer's financial liability for the benefits paid.

**Continued Claims:** This process allows claimants to certify continued eligibility for benefit payment. UI claimants currently certify on a bi-weekly basis.

**Preventing Overpayments:** This process verifies a claimant's identity and eligibility for unemployment insurance and disability benefits.

**Appeals:** The process through which unemployment insurance and disability benefits claimants or their former employers formally protest a determination of eligibility or ineligibility.

**Policy and Procedures:** The process of developing, communicating and monitoring compliance with policies and procedures designed to ensure the equitable, efficient, and effective provision of unemployment insurance benefits to the eligible population.

**Financial Process:** The process of ensuring responsible fiscal management of the UI benefits program.

**Internal and External Controls:** Internal controls are management functions designed to safeguard assets and provide an audit trail of all claims processing. External controls are those interfaces in which one process step is conducted by one agency and further process steps are required of and conducted by a partner agency.

Additional background information is available at [www.doleta.gov](http://www.doleta.gov) for policy/procedures at a national level, and at [www.nj.gov/labor/ui/uiindex.html](http://www.nj.gov/labor/ui/uiindex.html), the NJLWD UI website.

## 1.2.2 EXPECTED BENEFITS

The goal of this redesign/modernization project is to redefine the unemployment insurance business model and underlying systems to support the needs of NJLWD's customers in today's environment, while anticipating future growth and change.

The new system must also result in greater staff efficiencies that will ameliorate funding shortfalls. The new system will enable a new service delivery strategy, whereby the customer (be it an applicant or employer) can

manage his or her own account, which would encompass all aspects of the UI benefit experience: benefits, charges to accounts, appeals and overpayment activity. The State's goal is to change procedures and introduce new technologies and organizational practices to better serve the needs of UI customers. The State realizes that a customer who enters the system/program in one area may also use services in another area. Currently there is no way to track or provide service or information to a customer across the UI program. One of the major goals of this project is to provide a consistent and trouble-free experience for the customer.

The new UI system must require less effort from its users and enable increased service for its customers, so as to unite functions and information systems in order to achieve operational efficiencies, cost reductions and substantial improvement in customer service. This will be accomplished by creating innovative and streamlined work processes using knowledge management rather than task management as the design core. This organizational design, coupled with support from advanced technology, will generate improvements in both productivity and performance.

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

Specific business objectives of the State's UI Modernization effort include:

- Optimize staff resources by balancing workload across the state
- Communicate clearly, in a way the customer will understand, including the language they understand and addressing sight and hearing disabilities, wherever possible
- Streamline communications using modern tools and encourage customers to use the same tools, particularly employers
- Redirect inquiries to the right person to resolve a problem the first time
- Improve responsiveness to customer (whether claimant, employer, or internal agency) needs
- Get accurate data from the start, and reuse it to avoid re-keying
- Provide State employees with access to all of a customer's non-confidential data (via an electronic case file)
- Apply rules fairly and consistently and maintain regard for due process
- Ensure that all new processes and systems are flexible and easy to change
- Provide 24x7 access to the public
- Maintain the integrity of systems, processes and finances
- Maintain the integrity of the UI trust fund from which claims are paid
- Support initiatives led by workforce partners through close cooperation and data sharing
- Ensure that claimants are aware of reemployment and other related services as early as possible
- Prevent incorrect payments, before they occur
- Allow State employees to create their own management reports
- Promote customer self-service (via phone, web or email), while preserving in-person service for those who need it
- Deliver timely, seamless service without sacrificing quality
- Provide superior customer service

### **1.2.3 CURRENT CLAIMS VOLUMES**

The UI and Disability During Unemployment (DDU) operations process a large volume of claims and claim-related activities. Seventy percent (70%) of all activity occurs on Mondays and Tuesdays. The DDU activity is handled by US Postal mail. Total benefits paid in 2003 were \$3,000,000,000. Future UI claims volume depends on many factors and is difficult to predict. At a minimum, NJ SUCCESS must be able to process 200% of the 2003 volumes shown below. It is also expected that future claims will be handled largely over the web (more than 50% of total claims).

### 2003 UI Claims Activity

	Regular	Federal Extension	Total
Initial Claims	673,112	208,979	882,091
Continuing Claims	7,301,987	2,021,338	9,323,325

### 2003 UI Claims Activity by Contact Type

	Telephone	Web	Paper
Initial Claims	70%	25%	5%
Continuing Claims	80%	15%	5%

## 1.2.4 CURRENT SYSTEMS ENVIRONMENT

The current primary system used for claims receipt and claims processing is the Local Office Online Payment System, or LOOPS, a 30-year-old legacy mainframe system. This system is supplemented by a 5-year-old front-end claims receipt, PC based, Graphical User Interface (GUI) application written in Visual Basic and C++ with an Oracle database that is utilized in the three call centers, with an IVR front end (the Regional Call Center - RCC) that captures responses from customers. The RCC IVR system, separate and distinct from the claims filing IVR system, consists of 4 servers that are used to process continued claims for benefits as well as general and claim-specific information questions. Additionally, there are 2 web-based applications (Internet Claims and Continued Claims Certification) provided to the public that interface with both the legacy and GUI systems.

There are more than 6,000 authorized internal and partner-agency users of these systems. Based on security and predefined authorization levels of the 6,000 users, some can simply query the database for information while others perform more complex transactional-based processes.

LOOPS performs the key transactional functions for UI (record keeping, benefit and charge calculation, check production, etc.). The system's full name (LOOPS) has become a misnomer, since most UI services are now delivered by telephone rather than at local walk-in offices. Created in the early 1970s and expanded since then, LOOPS is now a huge complex of IMS, DB2, and VSAM data structures supporting more than 2000 large and small programs in several languages, totaling over 3 million lines of code. LOOPS and the systems that interface with it no longer provide the functionality required to adequately provide services in the most effective manner possible. It is insufficiently flexible for rapid reprogramming in response to legislative mandates or new initiatives. In addition, LOOPS does not meet the public's increasing expectation that government agencies will use modern information technology to deliver services in a convenient manner.

LOOPS has interfaces with several other data systems used by the Division of UI, DDU section and other NJLWD operating units, allowing uploading of data captured locally and/or extraction of centralized data for local uses. Data in the legacy systems is stored in IMS, VSAM, DB2, and flat files.

The main interface to LOOPS is the WAGE sub-system (the mainframe repository of quarterly reports from registered New Jersey employers detailing weeks of employment and wages paid to individual workers). The WAGE DB2 database is populated by nightly file transfer protocol (FTP) of flat files from the NJLWD Division of Employer Accounts, Employer Accounts System (EAS). EAS is housed on a Sun server and uses an Oracle database. LOOPS accesses the WAGE sub-system, imports information needed to determine monetary eligibility, and to calculate potential benefit amounts. LOOPS passes benefit charge information back to EAS. This information is used for calculating employers' tax experience ratings. LOOPS also updates the WAGE file with wage information obtained through the monetary re-determination process. The WAGE sub-system passes this information to EAS. LOOPS/WAGE are operated and maintained by OIT. The system is available for online activities from 7 am to 6 PM on weekdays, and batch processing and production runs are performed after 6 PM.

The Remote Initial Claims System is another key component of the current systems and is the second key interface to the LOOPS system. About 75% of initial claims are filed via a telephone call to one of UI's three Reemployment Call Centers (RCCs). The RCCs are the telephone centers where initial claims for unemployment insurance benefits are accepted, responses are made to claimant/employer inquiries, and which handle calls transferred from the Continued Claims Conversants. Currently, each of the three RCCs has its own client database as each RCC is organized to handle specific zip codes. When a claimant enters a zip code that is serviced by one of the two other call centers, a message is played back providing the appropriate RCC phone

number to call to file his or her claim. Because the separate RCC databases are not connected, incoming call traffic is not load-balanced across the three RCCs. Also, when a case requires special expertise located only in another RCC, the expert does not have online access to the application data already captured; the claimant must go through the IVR sequence again to create a record at the expert's site. The RCC's architecture consists of a PBX switch for handling incoming phone traffic, and an Automatic Call Distributor Switch (ACD).

Each RCC uses a Remote Initial Claims (RIC) System to automatically record claimant responses to an IVR conversant. The RIC system accesses LOOPS online to obtain pertinent information, and the call is then transferred to a UI agent who reviews the assembled information, converses with the applicant, and completes the claim application in RIC. Completed claims are uploaded from each call center's RIC Oracle database to LOOPS. The RIC application consists of an IVR telephony front-end that transfers directly to a claims agent who enters the initial claim information through a Windows XP front end written in VB and C++. After validation by the agent, the claim is then submitted to the host legacy system (LOOPS) through Attachmate Plus 3270 emulation.

The following list details some other key legacy systems and interfaces. A more complete list of interfaces is contained in RFP Section 3.2.9.

**Benefit Audit Reporting and Tracking System (BARTS)** - BARTS is an automated case management system for processing overpaid unemployment insurance claims. It provides the Bureau of Benefit Payment Control (BPC) with an automated means to identify potential fraudulent claims for unemployment benefits. This is done by matching the unemployment claim data against wage information reported by New Jersey employers. Approximately 120,000 potential fraud cases are identified and/or tracked annually.

**Interstate Connection (ICON)** – The ICON system is used to exchange data among states concerning Interstate and Combined Wage Unemployment Claims as well as other federal unemployment compensation data. The information exchanged includes initial claims, requests for wages, benefit entitlements, and general notes concerning Interstate claims.

**Appeals Computerized Entry System (ACES)** - ACES receives transactions indicating an unemployment or disability determination has been appealed. The system handles approximately 35,000 appeals annually.

**Trade Readjustment Act (TRA)** – TRA is a batch system, which is used to produce TRA and NAFTA checks to pay for training people who have lost their jobs due to foreign competition. This system is also used to produce Disaster Unemployment Assistance (DUA) checks for people who are unemployed as a result of natural disasters.

**Wage Reporting** – A system used for cross-matching data to ten applications. Data is matched based on claim transactions.

### **Interfaces**

**ACSES** – Automated Child Support Enforcement System, for garnishments.

**SAVE** – Systematic Alien Verification for Entitlement, for verifying alien status of claimant.

**VERIS** – Verifies Social Security Numbers.

**Disability Automated Benefit System (DABS)** - The DABS system is a fully automated temporary disability insurance system. It tracks and manages a disability claim from its initial receipt through the issuance of the final disability benefit check. DABS supports state plan disability claims and requires information from UI (i.e., wage data, appeals processing, and overpayment tracking).

## **1.2.5 UI MODERNIZATION**

NJ SUCCESS is one of the key components of New Jersey's UI modernization effort. To initiate this effort, the State created a vision of Unemployment Insurance:

*“We will deliver revolutionized unemployment insurance services, while maintaining the integrity of the Trust Fund. At each point of customer contact, we will provide a fair, friendly, and high quality service to every member of the workforce community.*

- For claimants, we will help them to focus on reemployment by making the claims process timely, efficient, and informative. We will also help them to access related government services by improving referrals from UI, in partnership with the workforce community*
- For employers, we will simplify correspondence and improve our responsiveness. We will treat employers as partners in the provision of unemployment insurance*
- For staff, we will empower them to deliver superior service by ensuring a stable work environment, creating equal opportunities for career growth, and providing appropriate tools and training to do the job. We will treat our employees with the same professionalism and respect they are expected to share with every UI customer.”*

To achieve this vision, the State initiated and completed a project (with assistance from an outside consulting firm) to build a Strategic Plan for UI Modernization. This Strategic Planning project had six deliverables: Baseline Description Document, a Business Process Conceptual Design Document, an Interfaces Document, a Technical Architecture Document, an Executive Summary Document, and a Strategic Plan Document. These documents are available as Appendices at <http://nj.gov/labor/uimod/NJSuccess.html>. Note that this strategy includes UI and DDU.

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

The Business Process Conceptual Design Document provides a detailed description of the reengineered UI processes, a high-level description of NJLWD's reengineered UI processes and a high-level description of the key technology enablers. It ties the State's vision to NJLWD's business principles.

The Interfaces Document describes current and proposed data interfaces.

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

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

The Strategic Plan Document provides a detailed multi-year strategic implementation plan including priorities, phases, and options to guide the Division of Unemployment Insurance in achieving UI Modernization. This document also includes a listing of discrete projects in a sequence over time such that each project provides progressive improvements not dependent on a subsequent project. The new, modern, integrated benefits system is NJ SUCCESS.

The UI Modernization Project (as documented in the Strategic Plan) consists of four work streams: Foundational Projects, Procure and Build NJ SUCCESS, UI Organizational and Cultural Change projects, and State IT Business Preparation (no longer a project under UI Modernization). Each work stream consists of multiple projects, many running in parallel. (See Appendices H, C, I, and G for documents related to the UI Modernization Strategic Plan and Executive Summary.)

These strategic planning deliverables provided the direction for UI Modernization to:

- Redefine the unemployment insurance business model to support the needs of NJLWD's customers in today's environment, while anticipating future growth and change
- Allow customers, regardless of their service objectives, to obtain satisfaction at the first point of contact
- Provide exceptional customer service by delivering, reporting and monitoring unemployment insurance benefit services to claimants and employers
- Provide a consistent and trouble-free experience for the customer
- Provide a self-service delivery strategy, where the customer (claimant or employer) can manage his or her own account

- Eliminate unnecessary business processes and develop a new customer-driven program that is better and simpler
- Develop a business model that would result in greater staff efficiencies that ameliorate funding shortfalls
- Track all information related to a claimant or employer across the UI program
- Develop a conceptual information systems architecture that supports the conceptual business process design
- Support the agency's objectives to increase the responsiveness, accuracy, and timeliness of services
- Reduce (and if possible remove) the burden of labor-intensive paper handling
- Remove business-hours-only barriers to customer service
- Enable electronic exchanges of data with claimants and employers
- Generate improvements in both productivity and performance
- Promote "seamless" data sharing among NJLWD organizational units, and across agencies
- Allow State staff to become knowledge workers by permitting them to apply their expertise in analysis, making decisions, and synthesizing and communicating information.

The UI Modernization Strategic Plan also outlined a number of Foundational Projects. The purpose of these projects was to get started on activities needed for NJ SUCCESS, provide needed capabilities prior to NJ SUCCESS, and provide State personnel with experience using modern technologies.

These Foundational Projects include:

- Direct Deposit allows claimants the option of having unemployment benefits electronically deposited directly into their bank account. This project has been completed and has been implemented across the Division of Unemployment Insurance.
- Digital Recording enables recording of nonmonetary adjudication hearings throughout UI and DDU operations and for all Appeal Tribunal hearings utilizing existing phone sets and PC equipment. This project has been successfully piloted in two adjudication centers and will be implemented statewide by the end of 2004.
- The Operational Data Store (ODS) project is currently collecting metadata on the existing UI and DDU files and data entities, totaling approximately 700 entities and 10,000 attributes. The deliverables are an as-is Logical Data Model and an as-is Data Dictionary. This is a State task, with the purpose of improving the State's understanding of the legacy data. The project began in December 2003 and is expected to be completed by December 2004.

Through the initial phases of UI Modernization, NJLWD has taken the necessary steps to create a solid foundation for ensuring the overall success of the UI Modernization effort (UI and DDU), including:

- The development of a unified vision for UI Modernization
- The development of objectives needed to accomplish the achievement of the vision
- The development of measurements to gauge the accomplishment of the objectives
- The development of processes and technical principles
- Consensus on the shortcomings of the current processes, practices and technologies
- Consensus on the new business processes, practices and technologies needed to accomplish the objectives
- An integrated strategic plan for "next phase" activities that includes:
  - Program and project descriptions
  - Priorities, sequences, dependencies
  - Timelines
  - Risks and constraints
  - Organizational change management communications and cultural change activities.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD – NOT APPLICABLE TO THIS PROCUREMENT

##### 1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. 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.

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

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The cut-off date for submission of questions will be at the conclusion 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 by e-mail prior to the Mandatory Pre-Bid Conference. Written questions must be e-mailed to the Purchase Bureau buyer, with an e-mail copy to Linda Schwartz (linda.schwartz@dol.state.nj.us).

It is requested that vendors having long, complex or multiple part questions submit them as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

**NOTE: IT IS STRONGLY RECOMMENDED THAT WRITTEN QUESTIONS BE SUBMITTED BY E-MAIL AT LEAST ONE (1) WORK WEEK BEFORE THE DATE OF THE MANDATORY PRE-BID CONFERENCE.**

### 1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

### 1.3.3 MANDATORY PRE-BID CONFERENCE

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

Date / Time: December 6, 2004 / 10:00 AM Eastern time  
Location: Albert G. Kroll Auditorium, 13<sup>th</sup> Floor  
NJ Department of Labor & Workforce Development  
John Fitch Plaza  
Trenton, NJ 08625

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

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

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

### 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 / Time: January 13, 2005 / 2:00 PM Eastern time  
Location: NJ Division of Purchase and Property  
Purchase Bureau

Bid Receiving Room, 9th Floor  
33 West State Street  
Trenton, NJ 08625-0230

Directions to the Purchase Bureau can be found on the following website:  
<http://www.state.nj.us/treasury/purchase/faqdirs.htm>

### 1.3.5 DOCUMENT WEB SITE

Relevant documents may be reviewed at the following website:

<http://nj.gov/labor/uimod/NJSuccess.html>

Included on the website are:

<b>NJ SUCCESS Appendices</b>	
<b>Business Process Reengineering Documentation</b>	<b>RFP Supporting Documentation</b>
(A) UI Modernization Baseline Description	(R) Use Cases, Business Rules and Activity Diagrams
(B) UI Business Process Conceptual Design	(S) Objectives Requirements Cross Match
(C) UI Modernization BPCD Appendices	
(D) NJ SUCCESS Tech Architecture	
(E) NJ SUCCESS Tech Architecture Supplement	
(F) Interfaces	
(G) UI Modernization Strategic Plan	<b>IT Information</b>
(H) UI Modernization Plan - Strategic Appendices	(T) IT PC and Laptop Configuration
(I) UI Modernization Strategic Plan - Executive Summary	(U) Network and Internet Usage Policy
	(V) Shared IT Architecture
<b>Operational Information</b>	<b>Program Management Office Information</b>
(J) Volume/metrics	(W) PMO Organizational Structure
(K) ICON Rewrite - File names	(X) Proposed UI Modernization Project Schedule
(L) ICON Rewrite - Research	(Y) UI Modernization Overview Schedule
(M) ICON Rewrite - Specifications	(Z) Document Development and Approval Procedure
(N) Call Center Statistics	(AA) Role of PMO
(O) User Information Needs	(BB) Blank Project Management Plan Template
(P) Future Telephony Structure	
<b>Project Services Vendor Information</b>	<b>Links</b>
(Q) Request for Proposal for Project Services for UIOPS Modernization	New Jersey <a href="#">Unemployment</a> Compensation Law
	New <a href="#">Jersey Administrative</a> Code
	Directions to the Mandatory Pre-Bid Conference



## 1.4 ADDITIONAL INFORMATION

### 1.4.1 REVISIONS TO THIS RFP

If 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 "CURRENT BIDDING OPPORTUNITIES" WEB PAGE AT <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 daily from time of RFP issuance through bid opening.**

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

### 1.4.2 ADDENDUM AS A PART OF THIS RFP

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

### 1.4.3 ISSUING OFFICE

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

### 1.4.4 BIDDER RESPONSIBILITY

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

### 1.4.5 COST LIABILITY

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

### 1.4.6 CONTENTS OF BID PROPOSAL

The entire 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.

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

**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.

**Firm Fixed Price** - Any price or cost bid which is not subject to increase during the period specified. A firm fixed price is an all-inclusive price which includes all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, labor, supervision, managerial support, and all documents, forms and reproductions thereof. All-inclusive, loaded, firm fixed prices may also include portal-to-portal expenses. Time spent traveling to and from the work site or the employee's normal work station should not be included in any estimates. Contractor's personnel should not be paid for time spent commuting or traveling to the work site, or for meals, lunch, dinner, or other breaks.

**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, as set forth in RFP Section 5.2.

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

**State** - State of New Jersey.

**Task** – A discrete unit of work to be performed.

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

## 2.2 CONTRACT SPECIFIC DEFINITIONS

**Adjudication Center** – A location where claims examiners hold telephone fact- finding interviews in order to adjudicate monetary and nonmonetary eligibility issues.

**AOSOS** – America’s One Stop Operating System. The case management and tracking system for employment, training and other social services provided in conjunction with One-stop Career Centers.

**AT** – Appeal Tribunal. The first appeal level within NJLWD for unemployment insurance and temporary disability insurance claims issues.

**BARTS** – Benefit Audit Reporting and Tracking System. BARTS is the mainframe case management and tracking system used by the Bureau of Benefit Payment Control (BPC).

**BPC** – Benefit Payment Control, Bureau of. The office charged with identifying, investigating and pursuing wage/benefit conflicts, fraud, overpayments and collections.

**Board of Review** – The second and final administrative appeal level within NJLWD for unemployment insurance claims and temporary disability insurance claims issues. The next level of appeal is to the Appellate Division of the State Superior Court.

**Call Center** – Also known as Reemployment Call Center. A telephone center where initial claims for unemployment insurance benefits are accepted. The call centers also respond to claimant/employer inquiries and handle calls transferred from the Continued Claims Conversants because the claimant has either made a mistake or triggered an edit.

**Continued Claim** – The process of claimants certifying eligibility for benefit payment. Currently claimants certify bi-weekly. Most continued claims are certified by the claimant calling a Continued Claims Conversant or via the Web application.

**Continued Claim Conversant** – An automated system involving claimants using the telephone touch-tone keypad to answer questions spoken by the IVR.

**DABS** – Disability Automated Benefit System. DABS is the mainframe case management system used in the Division of Temporary Disability Insurance (TDI) to administer State Plan disability insurance benefits.

**DDI Contractor** – The Design, Development, and Implementation (DDI) Contractor is the bidder awarded a contract as a result of this RFP.

**DDU** – Disability During Unemployment Insurance Service Unit within New Jersey’s Labor and Workforce Development Department assists those who have become disabled during periods of unemployment.

**Disability During Unemployment** – One of several benefit programs administered by the Division of Temporary Disability Insurance. Disability During Unemployment (often referred to as 4F for the section of the UI law) resides on LOOPS, not DABS.

**DIT** – The Division of Information Technology is the centralized information technology support organization in the NJ Department of Labor and Workforce Development.

**DOL** – Department of Labor. The former name of the NJ Department of Labor and Workforce Development.

**EAS** – Employer Accounts System. The automated system that supports the NJLWD Division of Employer Accounts unemployment insurance employer tax function. It is housed on a Sun server and uses an Oracle database.

**ECATS** – Electronic Cost Accounting Time System. This system will track NJLWD employees' attendance including days worked and days of leave time.

**EDI** – Electronic Data Interchange. Computer-to-computer exchange of standard business data according to agreed-upon formats.

**Extended Benefits** – A federal or State legislated extension of benefits beyond the normal 26-week period of a claim, utilized during periods of high unemployment.

**GSN** – Garden State Network. The State's wide area network (WAN), administered by OIT.

**Hub** – The OIT location where unemployment insurance output is produced.

**Initial Claim** – The process of filing an application for unemployment insurance benefits.

**Inquiry** – Telephone calls for general information about unemployment insurance handled by conversants. Currently, the inquiry function is co-located on the Continued Claims Conversants. Claimants also have an option to speak to an agent.

**IVR** – Interactive Voice Response System. IVRs are used in both the initial and continued claims processes as well as in handling inquiries.

**Iterative Approach** – System development methodology that includes frequent releases of working software delivered in short, consistent intervals, allowing the flexibility to refine the requirements, the detailed design and the presentation to the user. A typical module will require two to three iterations.

**LOOPS** – Local Office Online Payment System. LOOPS is the mainframe unemployment insurance benefits processing system and database.

**Monetary Determination** – Monetary eligibility for benefits. A monetary determination is necessary to determine if a claimant for unemployment insurance benefits has sufficient covered weeks of employment and wages earned to meet eligibility requirements under the law.

**NAFTA** – North American Free Trade Act. NAFTA provides benefits under certain circumstances to those who become unemployed as a result of increased imports from, or shifts in production to, foreign countries.

**NJDOL** – New Jersey Department of Labor. The former name of the NJ Department of Labor and Workforce Development (NJLWD).

**NJLWD** – The New Jersey Department of Labor and Workforce Development is the State department charged with administering unemployment insurance and related benefit programs. Formerly known as the NJ Department of Labor (NJDOL or DOL).

**NJ SUCCESS** – New Jersey State Unemployment Compensation Claimant & Employer Service System.

**Nonmonetary Determination** – A nonmonetary determination is necessary when there are eligibility issues that are not related to the monetary determination. For example, voluntary quits, unavailability for work, and terminations for cause.

**OARS** – OIT Availability and Recovery Site, located in Hamilton, NJ.

**OIT** – Office of Information Technology. The State of New Jersey centralized information technology support organization.

**One-Stop Career Center** – The offices located throughout the State where employment, training and other related social services are provided to the public. Certain in-person UI services are provided in these Centers.

**Operational Data Store (ODS)** – Logical part of information architecture where the day-to-day transactions are processed and stored.

**Payments** – The process of authorizing and issuing a benefit payment.

**PML** – Permanent Mass Layoff. A permanent layoff involving large numbers of workers for whom special arrangements are made to file for unemployment insurance rather than have them file over the telephone and overload the system.

**PMO** – Program Management Office. NJLWD has established a PMO for the UI Modernization effort.

**PROS** – Project Reemployment Opportunity System. PROS uses a statistical model to identify those claimants likely to exhaust their full benefits and requires that they receive mandatory employment counseling.

**PS Contractor** – Project Services Contractor. NJLWD has engaged a PS Contractor to assist the State with the UI Modernization effort, of which NJ SUCCESS is a part.

**RAS** – Residency Assignment System. This system properly assigns a municipality code by claimant's place of residence. The system also validates that it is an accurate address.

**RCC** – Reemployment Call Center. A telephone center where initial claims for unemployment insurance benefits are accepted. The call centers also respond to claimant/employer inquiries and handle calls transferred from the Continued Claims Conversants because the claimant has either made a mistake or triggered an edit.

**RIC** – Remote Initial Claims. The information technology application used at the RCCs to take initial claims.

**RO** – Reemployment Orientation. Most individuals filing claims for unemployment insurance benefits are scheduled for RO sessions given in the One-Stop Career Centers.

**SEA** – Self-Employment Assistance. A State program exempting eligible claimants from certain requirements while they are pursuing self-employment.

**Security Encryption** – The process of disguising information as “cipher text”, or data unintelligible to an unauthorized person.

**TDI** – Temporary Disability Insurance. A program established under State law to provide benefits to employed workers who are unable to work because of a temporary disability, administered by the Division of Temporary Disability Insurance in the Department of Labor and Workforce Development.

**TML** – Temporary Mass Layoff. A temporary layoff involving large numbers of workers for whom special arrangements are made to file for unemployment insurance rather than have them file over the telephone and overload the system.

**UI** – Unemployment Insurance. A program established under Federal and State law, to provide benefits to eligible workers who become unemployed, and administered by the Division of Unemployment Insurance in the NJ Department of Labor and Workforce Development.

**UAT** – User Acceptance Testing. The final phase of testing of NJ SUCCESS before pilot implementation.

**VV&T** – Validation, verification, and testing. One of the services provided by the PS Contractor engaged for UI Modernization is VV&T of NJ SUCCESS.

**WAGE** – WAGE is the mainframe repository of employee wages reported by employers on a quarterly basis accessed by LOOPS to establish monetary eligibility and calculate benefit amounts.

**WDPMIS** – Workforce Development Partnership Management Information System. The system used to track participants in the WDP program.

**Virtual Call Center** – Geographically separated Call Centers that are networked so that the incoming calls can be distributed based on staffing and workload.

### **3.0 SCOPE OF WORK**

#### **3.1 GENERAL**

##### **3.1.1 OVERVIEW OF SCOPE OF WORK**

The scope of the project is to develop and implement NJ SUCCESS, a new system that will integrate claims management with modern technologies, such as Internet, telephony and document management, and improved business processes to enhance the delivery of benefit services for NJLWD's Unemployment Insurance (UI) and Disability During Unemployment (DDU) Operations.

The DDI Contractor must:

- Provide project management for the NJ SUCCESS project
- Provide internal (to the vendor) QA/QC on all project activities
- Design, develop, test the NJ SUCCESS system and infrastructure
- Perform the integration necessary to incorporate telephony, document management, imaging, workflow management, forms and check printing, and infrastructure
- Integrate the NJ SUCCESS system to the existing State network
- Establish seven NJ SUCCESS system environments [design/development, test, QA, training, production (2), and disaster recovery]
- Conduct workshops and document the Conceptual Design
- Conduct five assessments:
  - Capacity Assessment and Planning Document
  - Business Continuity Plan
  - Disaster Recovery Plan
  - Telephony
  - Security Vulnerability
- Use an iterative approach for the Detailed Design, Development and Unit Testing of the system
- Design and develop the system using a J2EE platform
- Develop test cases (using the provided business and system Use Cases as a framework)
- Conduct and document the System Test
- Support the VV&T vendor in the QA Test
- Support the User Acceptance Test
- Convert all data from the legacy systems necessary for the new Oracle Operational Data Store, data warehouse, and data marts
- Design, develop, and test all interfaces
- Develop online and classroom-based training curriculum
- Develop online and classroom-based training materials
- Develop and deliver training
- Produce documentation
- Install and utilize bug tracking software to track problems
- Design, develop, and test reports
- Set up and help maintain the NJ SUCCESS Help Desk
- Implement the full system via a phased rollout based on zip code
- Provide post-implementation support and maintenance
- Implement the Document Management System one year prior to the Pilot Phase
- Provide a smooth transition at the completion of the contract term
- Provide knowledge transfer to the State.

Bidders may propose software to be developed, software that has been developed, software that is commercially available "off-the-shelf" (COTS or framework), or any combination of these, provided the requirements as identified in this RFP are fully met. The State must own all of the program source code developed as part of this project. The bidder may use framework, transfer, or base system software as part of its solution. If the bidder opts to use framework, transfer, or base system software, it must escrow the source code with the deposit updated quarterly or whenever a new version of the escrowed technology is released.



The State does not require ownership of source code for the products and product categories listed in RFP Section 3.3.1, Table 3.3.1.1.

### 3.1.2 PROPOSED SCHEDULE

The State's proposed project schedule is shown in Appendix X, Proposed UI Modernization Project Schedule, and Appendix Y, UI Modernization Overview Schedule.

### 3.1.3 ROLE OF STATE TECHNICAL STAFF AND KNOWLEDGE TRANSFER

It is the State's intention and objective to assume full responsibility for the maintenance, support, and enhancement of NJ SUCCESS one or more years after implementation. To achieve this objective, the DDI Contractor must provide to State personnel technical knowledge transfer, experience in design, programming, testing, operational experience, and ad hoc training for the duration of the DDI contract. The DDI Contractor's project plan and schedule must include a realistic strategy for incorporating personnel from NJLWD and OIT in day-to-day activities for the duration of the project.

The State will provide staff with project management, database, programming, testing and networking skills and business knowledge for the following phases.

<b>Phase</b>	<b>Role</b>	<b>Estimated Resources</b>
Initiation	PMs	1
	Business Analysts	4
Conceptual Design	PMs	2
	Database Architects	1
	Data Modelers	1
	OO Modelers	1
	System Architects	1
	Network Architects	1
	Business Analysts	4
Iterative Design, Development and Unit Test	PMs	3
	Database Analysts	1
	Database Architects	1
	Data Modelers	1
	Programmers	5

The State will provide appropriate, timely technical training to State personnel as needed (with input on courses and required experience from the DDI Contractor).

All State staff will report to State Project Managers. These PMs will manage phases or aspects of the project, and are distinct from the State Contract Manager. The DDI Contractor Project Manager will work (on a day-to-day basis) with the State Project Managers to assign State staff to project tasks. The State Project Manager will assign the work, monitor performance, monitor knowledge transferred, and determine the effectiveness of the knowledge transfer.

State personnel will work hand-in-hand with the DDI Contractor through all phases of the NJ SUCCESS project.

### 3.1.4 ROLE OF PROJECT SERVICES CONTRACTOR

The State has contracted with a separate Project Services Contractor (referred to as the PS Contractor) to perform project services including: assisting the PMO (with Project Management) and Validation, Verification, and Testing (VV&T). (See Appendix Q, RFP for Project Services for UIOPS Modernization). The purpose for independent VV&T monitoring is to verify that the appropriate project management and system development processes are in place, and are being executed to reasonably assure that the project will be on time, within budget, and that deliverables will meet the requirements and expectations of the State. The PS Contractor is

responsible for observing, reviewing, and reporting on all DDI Contractor tasks and deliverables throughout the project life cycle. Project management and approval of deliverables will remain the ultimate responsibility of the State. The DDI Contractor shall cooperate with the PS Contractor and the State with regard to the PS Contractor's project responsibilities.

### 3.1.5 DDI CONTRACTOR STAFFING

The eight required staff positions are:

- **Senior Project Manager** - The DDI Contractor must provide a full time, onsite senior manager to manage the implementation of the project and to manage its resources. The Project Manager is responsible for the issues escalation process for the project and will serve as the liaison between the DDI Contractor and the State.

Preferred qualifications:

- At least 10 years Information Technology (IT) project management experience.
  - At least 7 years experience managing IT teams of 8 or more developers and/or systems integrators.
  - At least 5 years experience using an automated project management tool, preferably MS Project.
  - At least two years experience in the overall management of a claim or case management implementation project
  - At least 1 year of experience in IT system development for UI benefits
  - PMI certification of Project Management Professional
- **Project Managers** – The DDI Contractor must provide full time, onsite Project Managers reporting directly to the DDI Senior Project Manager

Preferred qualifications:

- At least 7 years Information Technology (IT) project management experience
  - At least 4 years experience managing IT teams of 4 or more developers and/or systems integrators
  - J2EE development experience
  - At least 1 year of experience in IT system development for UI benefits
- **System Architect** – The DDI Contractor must provide a System Architect who will be responsible for the identification, design, integration and implementation of the technical platform upon which the completed application will reside. This role will also be responsible for development of the system architecture within the Conceptual Design, oversight of development tasks, integration of component sub-systems, infrastructure, interfaces, and ensuring system performance, reliability, and flexibility.

Preferred qualifications:

- At least 3 years experience designing and overseeing the implementation of technical architectures for IT Internet/Intranet development projects comparable in size and complexity to NJ SUCCESS. Experience must include architecture of systems involving specification and integration of software and hardware for PCs, web servers, application servers, database servers, network servers and topology, workflow management tools, document management and imaging, telephony, query tools, and report generators.
- At least 3 years experience in the creation of conceptual and detailed designs for Java based applications, including overseeing the development and implementation of Java programming specifications, screen design, report design, Java development, and logical database design.
- At least 1 year of experience in IT system development for UI benefits

- **Database Administrator** – The DDI Contractor must provide a Database Administrator (DBA) who will be responsible for installation and configuration of the database management system.

Preferred qualifications:

- Oracle DBA (8i or higher) Enterprise Database Certification.
- At least 3 years experience in the installation, configuration, and performance tuning of Oracle 8i or higher Enterprise Relational Database Management Systems (RDBMS).
- At least 3 years experience interpreting logical designs, and creation and/or modification of physical table spaces, indexes and tables.
- At least 3 years experience using Structured Query Language (SQL), Procedure Language/SQL (PL/SQL), and system utilities to configure security features, load/unload data tables from external data sources, clean erroneous data, and to print hardcopy contents of tables and flat files.
- At least 1 year of experience in IT system development for UI benefits

- **Testing Manager** – The DDI Contractor must provide a Testing Manager who will be responsible for developing the testing plans, preparing test environments, ensuring readiness, developing deployment procedures, analyzing test results, and managing all testing and retesting within the project.

Preferred qualifications:

- At least 3 years overseeing the development of testing plans, managing the development of test data and test scenarios, and managing System and Performance Testing.
- At least 2 years experience managing IT testing teams of 2 or more members.
- At least 2 years experience using an automated testing tool.

- **Security Manager** – The DDI Contractor must provide a Security Manager who will be responsible for understanding the State's security requirements, and assuring that security considerations are included in the System Design and effectively deployed in the production application.

Preferred qualification:

- At least 3 years overseeing the design and deployment of security features and procedures for IT development projects.

- **Information Architect/Content Specialist** – The DDI Contractor must provide a Content Specialist who will be responsible for designing and preparing content for the Internet and Telephony conversant components of the system.

Preferred qualification:

- At least 3 years overseeing the design and deployment of content for Internet applications similar in scope to this application

- **Graphic Designer** – The DDI Contractor must provide a Graphic Designer who will be responsible for designing the graphic look and feel of the Internet application.

Preferred qualifications:

- At least 3 years overseeing the design and development of the graphic content for Internet applications similar in scope to this application

- At least 3 years analyzing and utilizing user experiences in the design of the graphic content for Internet applications similar in scope to this application.
- **Training Manager** – The DDI Contractor must provide a Training Manager who will be responsible for managing the development and delivery of NJ SUCCESS training.

Preferred qualifications:

- At least 1 year managing training efforts similar in scope to this application
- At least 1 year of experience with UI benefits systems.

It is preferred that the primary team members shall have previously worked together on a project of similar size and scope.

### 3.1.6 DDI CONTRACTOR LOGISTICS

To support iterative development, allow involvement of State technical staff, ensure knowledge transfer, and provide security, all work must be performed onsite at the NJLWD site in Trenton, NJ, for the duration of the project.

The State will provide:

- Office space at NJLWD, John Fitch Plaza, Trenton, NJ 08625
- Desks
- Printers
- File servers
- Personal computers for State staff integrated into the development team
- Telephones and paper file space.

The DDI Contractor shall provide:

- Personal computers running the Windows XP operating system for DDI Contractor staff. The DDI Contractor shall allow NJLWD technical staff to review the PC configurations and install the Department's Symantec anti-virus software on these PCs. The Contractor must also allow these PCs to receive automatic updates of this Symantec anti-virus software as required by NJLWD. In addition, the Contractor must allow these PCs to receive operating system patches automatically from the Department's Software Update Server. Each Contractor employee onsite at NJLWD must certify that he/she will keep the PC updated with the latest versions of the software described above.
- All development software, tools and appropriate licenses required to develop or modify NJ SUCCESS for all the onsite developers' PC workstations (including State staff, per RFP Section 3.1.5).

## 3.2 TASKS AND DELIVERABLES

This section presents the tasks and deliverables for the design, development, implementation, operation and maintenance of NJ SUCCESS. For project management purposes, the project has been divided into 24 major activities. Each activity is described, and has listed the minimum required tasks and deliverables.

All deliverables that are documents shall be provided in draft and final versions. Draft deliverable documents shall be provided to the State Contract Manager electronically. Final deliverable documents shall be provided to the State Contract Manager electronically, along with up to 5 hard copies (these hard copies are provided to the PMO Program Manager). A deliverable will not be considered complete until all associated tasks have been accepted and approved by the State.

The State's deliverable review and acceptance process is shown in Appendix Z, Document Development and Approval Procedure. The State will work in conjunction with the PS Contractor to review and approve all DDI Contractor deliverables.

### 3.2.1 PROJECT MANAGEMENT

This activity is ongoing for the duration of the contract. The primary objective of project management is to plan, manage, and control the timely completion of all tasks and deliverables.

The UI PMO utilizes the Project Management Institute's Body of Knowledge (PMBOK) developed by the Project Management Institute ([www.pmi.org](http://www.pmi.org)) as its project management methodology. The DDI Contractor shall use PMBOK as a foundation to manage this project, and will align its project management methodology with that of the UI PMO.

The PS Contractor will be providing project management expertise to the State PMO and project staff throughout the project. The State, with guidance from the PS Contractor, is responsible for change management processes and activities.

The DDI Contractor's Project Manager must coordinate the activities of other vendors including, but not limited to, the installation of hardware and software relative to NJ SUCCESS.

The DDI Project Manager, the PS Project Manager, and the State Contract Manager will meet weekly (at a minimum) to discuss project status. Meetings shall follow a pre-set agenda developed by the DDI Contractor with approval of the State.

The DDI Contractor's Project Manager shall submit weekly status reports to the State Contract Manager. The proposed format and level of detail for the status reports will be subject to State approval. The report shall include, at the minimum, the following:

- A list of tasks and their associated deliverables completed and awaiting approvals at the end of the reporting period (since the last meeting), with completion dates identified
- A list of tasks started or in progress but not completed during the reporting period (since the last meeting)
- Identification of tasks ahead of schedule
- A list of tasks behind schedule, or scheduled to have started, but were not started, together with reasons for delays
- Problems encountered in the current or prior reporting periods and proposed solutions
- Problems resolved since the last meeting and the methods of resolution
- A list of any questions, and/or issues that must be resolved
- Identification and justification of any adjustments in the schedule (time), resources (staff), scope of work, and costs
- Schedule for the next week's activities including deliverables and dates
- Risk status for new or previously identified risks to any aspect of the project
- Status of hardware/software/infrastructure planning, purchasing, installation and testing activities

DDI Contractor tasks:

- Prepare and submit weekly reports
- Develop and maintain project management plan (PMP) and schedule, with complete resource loading. Update schedule weekly. Update PMP monthly and at end of phases.
- Propose changes to project management plan and schedule
- Initiate and monitor corrective actions when necessary
- Monitor and report progress to plan on the key elements
- Monitor and report on tasks starting and ending when expected
- Monitor and report on milestones being met when planned
- Adhere to the PMO's risk management processes
- Adhere to the PMO's issues management processes
- Adhere to the PMO's scope change control processes
- Participate in Steering Committee meetings
- Participate in the Change Control Board meetings

- Record and distribute the minutes of all meetings
- Supply information to the PMO Communication Specialist for distribution
- Participate in the PMO's ongoing change management activities.

DDI Contractor deliverable:

1. Weekly Status Reports
2. Updated PMP
3. Minutes of all meetings

### 3.2.2 QUALITY MANAGEMENT

Project Quality Management will ensure that the NJ SUCCESS project satisfies the needs for which it was undertaken. This activity is ongoing for the duration of the project.

Quality management includes:

- Quality planning – identifying quality standards relevant to the project and determining how to satisfy them
- Quality assurance – evaluating overall project performance on a regular basis to provide confidence that the project will satisfy the established quality standards
- Quality control – monitoring specific project results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance

The DDI Contractor shall develop a Quality Assurance Plan that will be used as the basis for managing the quality assurance of NJ SUCCESS. The DDI Contractor shall plan, manage and document an internal program of quality assurance activities. These activities shall ensure that the State and NJLWD infrastructure, equipment (desktop PCs, servers, telephony systems, etc.), software and services, application development and implementation services meet all State requirements and all other applicable professional and technical standards. The NJ SUCCESS System must perform optimally in the new environment. The Quality Assurance Plan will include programming and technical documentation standards, to ensure efficient, "well commented", structured source code which is easy to follow and maintain. The State's PS Contractor will ensure that all NJ SUCCESS requirements are met and that all project management practices are adhered to.

DDI Contractor tasks:

- Develop, maintain, and follow a Quality Assurance Plan and schedule, first due at the end of Project Initiation
- Conduct quality review meetings, phase end reviews, lessons learned sessions, and quality audits and walkthroughs
- Participate in inspections requested by the State of source code, testing results, and related materials
- Provide information required for quality assurance monitoring to the State and the PS Contractor
- Provide plans and schedules for addressing any deficiencies identified through the quality assurance process

DDI Contractor deliverable:

4. Quality Management Plan
5. Deficiency remediation plans and schedules, as necessary

### 3.2.3 PROJECT INITIATION

Project initiation begins within 30 business days after contract award, with the exception of kickoff meetings as stated below. The DDI Contractor shall mobilize its core team and begin work.

The DDI Contractor project team shall occupy the work site provided by the State. The State's project management team, the PS Contractor and the DDI Contractor shall work together to refine the project management plan and schedule submitted in the bid proposal.

The DDI Contractor shall refine the Project Management Plan and Schedule.

The DDI Contractor shall hold kickoff meetings as set forth below to present an overview of the Project Management Plan and the manner in which project activities will be executed.

DDI Contractor tasks:

- Occupy work site
- Refine Project Management Plan and schedule with State input
- Review project organization chart
- Develop a communication plan, with State input
- Develop a documentation plan (refer to Section 3.2.13, Documentation)
- Attend project orientation sessions conducted by PS Contractor
- Hold project kickoff meetings as follows:
  - For the PMO, Procurement Group, and Project Sponsor, to review the PMP and Schedule, held during the first week after the contract award
  - For senior management, to review the PMP and Schedule, providing two weeks lead time to schedule staff and conference rooms
  - For field personnel, two meetings to review the PMP and Schedule, providing three weeks lead time to schedule staff and conference rooms
  - For the Commissioner and Deputy Commissioner, to review the PMP and Schedule

DDI Contractor deliverables:

6. Communication plan
7. Documentation plan
8. Kickoff meetings

### **3.2.4 ANALYSIS AND CONCEPTUAL DESIGN**

During the Analysis and Conceptual Design, the DDI Contractor shall analyze all information provided by the State, obtain additional information, and create the conceptual design for NJ SUCCESS. This design shall guide all subsequent activities related to development, integration, environment, and infrastructure.

If the DDI Contractor's solution includes framework, transfer, or baseline software, the existing software shall be installed and demonstrated to the State before the design of customizations begins.

The DDI Contractor shall use a system development methodology that incorporates an object-oriented, iterative approach. The State has developed Use Case scenarios and Activity Diagrams (see Appendix R) with Requisite Pro from Rational. These consist of business use cases that emphasize the person/system interaction and system use cases that emphasize the system processes needed to support the business. The State has developed Activity diagrams and Use Case diagrams with Rational Rose, as well as extensive context diagrams which show ordered inputs and outputs to the business processes. These Use Cases and Activity Diagrams are required reading for the DDI Contractor. The Use Cases include a partial list of business rules. It shall be the DDI Contractor's responsibility to conduct sessions with the State to complete the set of business rules.

The State has also developed an as-is logical data model and data dictionary (completion in December 2004). The State will make this model and data dictionary available to the successful bidder, and these must be used as a basis for NJ SUCCESS.

The State will conduct detailed sessions for DDI Contractor staff to review the requirements, Use Case scenarios, Activity diagrams, and Use Case diagrams of NJ SUCCESS.

Assisted by State subject matter experts, the DDI Contractor shall create the Conceptual Design Document. A conceptual design represents the structure of the system, as perceived by the user. The conceptual design describes the logical requirements of the system, both process and data. Design activities center on the notion of architecture, and production and validation of architecture is the main focus of early design. Architectural views capture the major structural design decisions. These views are simplifications of the entire design, in which important characteristics are highlighted while details are left aside for future development.

The DDI Contractor shall develop the Conceptual Design Document using current industry principles and best practices. The Conceptual Design Document will include at a minimum:

1. The design of the Operational Data Store (ODS), Data Warehouse, and Data Marts, including:
  - To-be logical data model
  - Physical data model
  - NJ SUCCESS data dictionary (revisions to existing data dictionary)
  - Descriptions of inputs and outputs
  - Data editing rules
  - Data exception rules
  - Default values
2. The design of the Object flow
  - Logical Object Model
3. The design of the system, including:
  - Design of modules comprising the system
  - Diagrams or tables depicting the flow of data
  - Screen flow and menu navigation
  - Interface map (relating how the interfaces will integrate to the NJ SUCCESS system)
  - Business rules
4. Integration Plan for the following technologies:
  - Imaging
  - Document management
  - Telephony
  - Workflow
  - Business rules engine
  - Digital recording
  - eForms
  - Unified messaging
  - Extract, Transform and Load (ETL)
  - Business intelligence
5. Infrastructure
  - List of all hardware/software components needed, whether new, upgraded or replaced
  - LAN
  - WAN

The DDI Contractor shall update diagrams, scenarios, activity diagrams, and business and system use cases. The State has developed these using Rational's Requisite Pro and Rational Rose. The DDI Contractor shall identify reusable components between modules.

DDI Contractor tasks:

- Review the as-is Logical Data Model and Data Dictionary provided by the State
- Review the business and system Use Cases and Activity Diagrams describing the to-be UI processes and requirements
- Gain a complete understanding of State processes, requirements, and data
- Conduct sessions to create the conceptual design and present it to the State
- Conduct data modeling sessions to design the ODS
- Validate needs through prototyping of forms/screens, menu navigation, and business functions
- Implement five system environments at NJLWD: development, training, test, QA, and production for the pilot phase

DDI Contractor deliverables:

9. Updated business and system Use Case scenarios and Activity Diagrams
10. Conceptual Design Document



11. Architecture of reusable components
12. Five system environments at NJLWD: development, training, test, QA, and production for the pilot phase.

### 3.2.5 ASSESSMENTS AND SPECIFICATIONS

As part of the NJ SUCCESS project, the DDI Contractor must provide the following assessments and document reviews to support the tasks required to implement NJ SUCCESS.

#### A. Capacity Assessment and Planning Document

The Capacity Analysis Document shall define the hardware, software, and infrastructure required to meet the NJ SUCCESS minimum application performance by examining the existing hardware, software, network, and facilities in place within NJLWD and OIT, and identifying the gap between the two. The parallel build-out required to house NJ SUCCESS initially at NJLWD and later at OIT must be incorporated (per Section 3.2.19, Pilot Implementation, and Section 3.3, Technical Environment).

This report shall examine equipment in field and central sites. It must state what currently exists, what is needed, and the gap between the two, with respect to:

- Telephone infrastructure (i.e., phone and/or IP lines, automated call distribution (ACD) and IVR equipment)
- Wide Area Network (WAN)
- Bandwidth from Point of Presence to Point of Presence
- Web and Application Server(s) equipment configurations
- Database Server configuration
- Facilities (at all facilities housing servers, printer, scanners, etc.)
- Printing and mailing hardware and software
- High availability with redundancy on all three tiers of the application (web, application server and database) is required for NJ SUCCESS. High availability in NJ SUCCESS refers to an application environment that possesses the ability to recover automatically within a prescribed minimal outage window. High Availability here implies that no single point of failure exists in the application environment. A single point of failure is any software, hardware or environmental component that, if it should fail, would take the NJ SUCCESS application environment offline for an extended outage and require human intervention to correct.

As part of this assessment, the DDI Contractor shall analyze resource utilization by user profile, to understand the frequency and volume of information the application will need to transmit and process.

The assessment shall detail:

- Recommendations for pilot implementation and production phases
- Future capacity requirements for NJ SUCCESS
- Existing hardware and infrastructure
- Needed hardware and infrastructure
- Required upgrades and changes
- Needed facility improvements

DDI Contractor tasks:

- Perform Capacity Assessment

DDI Contractor deliverables:

13. Capacity Assessment and Planning Document

#### B. Business Continuity Plan

The DDI Contractor must work with the Divisions of Unemployment Insurance and Information Technology to review the Department's existing Business Continuity Plan and recommend changes as the plan relates to NJ SUCCESS. In conjunction with the Disaster Recovery Plan, this plan considers the potential business impacts of service interruption and the underlying risks. This plan will be modified to address the following components as they pertain to NJ SUCCESS:

- Guidelines for top management

- Executive Risk Assessment
- Manual work-around procedures (required in the short term if system failures occur)
- Impact analysis
- Prioritization of the operations to be maintained and how to maintain them
- Staff assignments
- Identification of resources

DDI Contractor tasks:

- Perform assessments
- Create the plan documentation
- Provide recommendations to the Department on suggested updates to the plan

DDI Contractor deliverables:

14. Recommended changes to the Business Continuity Plan

C. Disaster Recovery Plan

The DDI Contractor must update the State's existing Disaster Recovery Plan to incorporate NJ SUCCESS. In conjunction with the Business Continuity Plan, this plan is a guide to the orderly restoration of information services or processes in the event of a disaster. The plan shall be modified to address the following components as they pertain to NJ SUCCESS:

- The procedures required to put the disaster recovery strategies into effect
- Documentation of the actions and activities needed to resume business
- Identification of mission-critical business processes and their recovery requirements
- Update to existing plans to include changes in business procedures and organization
- Application of current best practices and examine newly introduced technologies and services that could be useful
- Recommended actions to reduce risk
- Identification of alternative approaches (offsite backup, etc.)

DDI Contractor tasks:

- Perform assessments
- Create plan documentation including:
  - Identifying and documenting the critical, essential, necessary, and desirable functions
  - Identifying and documenting the disaster recovery process - communication, roles, etc.
  - Identifying and documenting the files and software necessary for disaster recovery
  - Identifying and documenting the backup and storage facilities for all files and software
- Coordinate the plan with State's OARS (OIT Availability and Recovery Site) Disaster Recovery Project

DDI Contractor deliverables:

15. Updated Disaster Recovery Plan

D. Telephony Assessment

The DDI Contractor shall make an assessment of the existing IVR, ACD, and Call Center modules as well as the network infrastructure that supports the telephony solution. The three existing call centers will remain, even though the technology might be upgraded or entirely replaced. The DDI Contractor as part of this assessment shall make recommendations on whether the existing modules can be re-used, enhanced or must be replaced.

The Telephony Assessment will describe existing conditions, and present a plan to implement the functions and services telephony will provide to NJ SUCCESS, and the hardware and software required.

DDI Contractor tasks:

- Perform the telephony assessment
- Develop a plan for the re-use, enhancement, or replacement of the existing IVR and Call Center modules
- Recommend number of telephone lines and Call Centers.

DDI Contractor deliverables:

16. Telephony Assessment

## E. Security Vulnerability Assessment

The Security Vulnerability Assessment shall describe existing conditions, and present a plan to implement the security functions and services required by NJ SUCCESS, including any changes to existing hardware, software, or practices.

The security vulnerability assessment must meet at a minimum the standards outlined by NIST, the National Institute of Standards and Technology's Automated Security Self Evaluation Tool (ASSET). All parties involved in the Project (NJLWD, OIT, DDI Contractor and PS Contractor) will conduct periodic vulnerability assessments of the network. The DDI Contractor shall take the lead role in these assessments. These assessments shall be conducted at the following intervals:

- At the time of the initial installation of the infrastructure
- At the time of the completion of the Pilot Phase
- At the time halfway through Statewide Implementation
- At the end of Statewide Implementation
- Three months after of the completion of Statewide Implementation
- Once during the warranty period

The scope of the vulnerability assessment will include at a minimum, a scan of external entry points into the network and, to the extent they apply, a review of server, firewall and security monitoring software configurations.

DDI Contractor tasks:

- Perform the Security Vulnerability Assessment
- Create a Security Vulnerability Remediation Plan, including recommendations for changes to security

DDI Contractor deliverables:

17. Security Vulnerability Assessment
18. Security Vulnerability Remediation Plan

### 3.2.6 ITERATIVE DESIGN, DEVELOPMENT, AND UNIT TEST

This project activity includes performing the detailed design of NJ SUCCESS, and programming and unit testing the application. The State subject matter experts (SMEs) will be assisting the DDI Contractor during this project phase to ensure that business requirements are met.

It is preferred that the DDI Contractor use the Rational Unified Process (RUP) methodology as the development methodology. The DDI Contractor must employ an iterative approach to development, with frequent releases of working software delivered in short, consistent intervals, allowing the flexibility to refine the requirements, the detailed design and the presentation to the user. The steps that comprise each of the iterations are shown in sequence in the list of tasks below. The State envisions that a typical module will require two to three iterations. After the final iteration of a module, the source code, and associated documentation will be provided to the State and the PS Contractor. The PS Contractor will review and test the code for:

- Compliance to standards
- Fulfillment of requirements
- Testing results (including performance).

During this project activity, the DDI Contractor must trace all requirements of NJ SUCCESS and ensure they are met. The Functional Requirements Section of this RFP (Section 3.4) presents business functions that are described in detail and context in the Use Case Scenarios (see Appendix R). In addition, the State has provided a matrix (see Appendix S) that cross-matches Use Case objectives and requirements.

The DDI Contractor shall review these requirements in detail, and as part of its proposal recommend grouping requirements into distinct modules. The DDI Contractor may propose to organize the design and development of these grouped modules by separate development teams, provided the conceptual design has considered reusability and integration.

The DDI Contractor shall develop Collaboration Diagrams and Sequence Diagrams. The State uses Rational Rose and other appropriate Rational capabilities.

The DDI Contractor shall store all program code as it is developed on State servers, using the State's specified source code version control standards.

The DDI Contractor shall develop a Detailed Design Document using current industry principles and best practices and shall include at a minimum:

- Collaboration Diagrams and Sequence Diagrams
- Screen/Frame designs
- Screen/Frame flow and navigation
- Expected inputs and outputs
- Error handling
- Objects
- Online reports
- Interfaces
- Security

DDI Contractor tasks:

- Perform detailed design
- Develop Collaboration Diagrams and Sequence Diagrams
- Create detailed design document
- Code and document all program modules
- Perform unit testing
- Perform integrated module testing
- Perform regression testing
- Demonstrate the system to the users and gather feedback
- Modify detailed design document, iterate process

DDI Contractor deliverables:

19. Detailed Design Document and Diagrams
20. Program code with associated documentation and unit test results
21. NJ SUCCESS system, ready for system test

### **3.2.7 OPERATIONAL DATA STORE, DATA WAREHOUSE, AND DATA MART CONSTRUCTION**

The DDI Contractor shall create the physical Oracle data structures for the Operational Data Store (ODS), the Data Warehouse and approximately six (6) Data Marts as per the Conceptual Design Document. Oracle is the required DBMS.

Database schemas will be created and the database will be ready for conversion activities. The ODS, Data Warehouse, and Data Marts will be created a year prior to pilot. See Section 3.2.8.

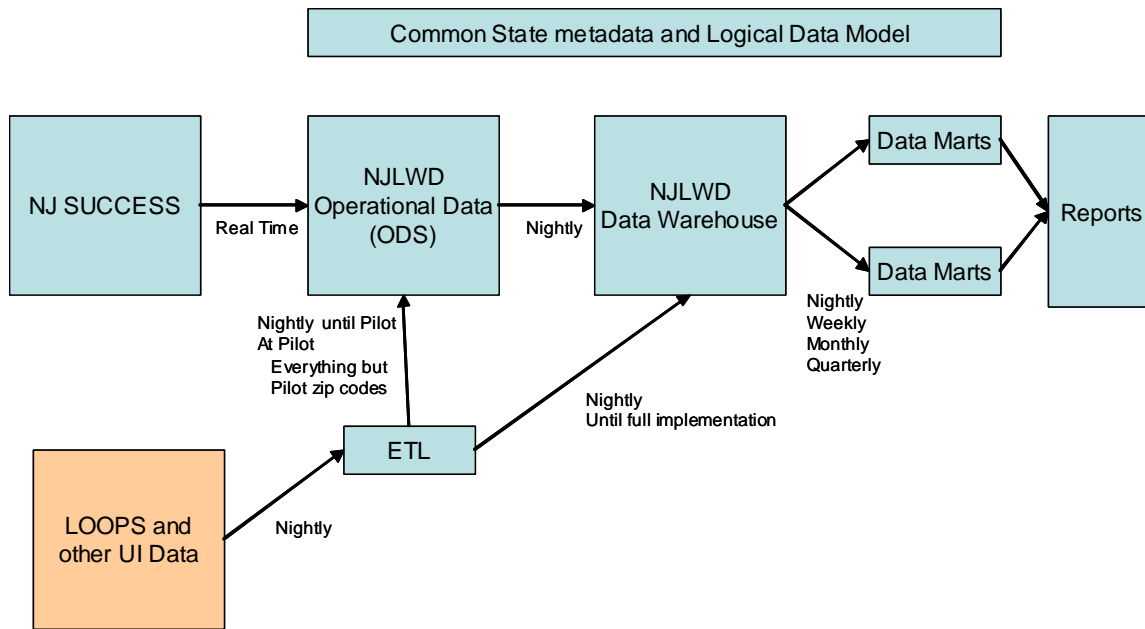


Diagram 3.2.7 ODS, Data Warehouse, and Data Marts

The ODS must be the single data store for all transactional data and must keep 3 years of data, as well as all open claims (e.g., claims that do not meet purge criteria) or transactions. The Data Warehouse serves as the repository for all UI data and will need to keep 7 years of data (whether the claim is open or closed). Most reports will be derived from the data marts, with the exception of those that require real time data for operational reports which will be derived directly from the ODS.

The Data Warehouse shall be a copy of historical transaction data specifically structured for query, analysis and reporting. The objectives of the Data Warehouse are to provide:

- a server/disk environment for processing-intensive tasks.
- a platform for complex analysis, queries and reports that will not impact the production transaction processing environment.
- a repository of clean transactional data.
- a repository of transactional data representing an extended span of time for historical analysis, queries and reports.

The major distinctions between the ODS, Data Warehouse, and Data Marts are as follows:

#### Operational Data Store (ODS)

- Logical part of information architecture where the day-to-day transactions are processed and stored
- Contains real-time transaction information
- Contains sufficient historical information for operational use. Older data is archived automatically through predefined business rules
- Provides the ability to run a limited number of operational reports

#### Data Warehouse (DW)

- Logical part of information architecture where historical information is stored and accessed
- Contains “near-real time” information
- Refreshed nightly from the ODS. May contain derived or calculated data, or data from external sources. Information latency will vary by type of information
- Contains archive of historical transaction information

#### Data Marts (DM)

- The databases used for most of the reporting (federal, most operational, and ad hoc reports)

- Refreshed based on need

DDI Contractor tasks:

- Create the physical ODS
- Create the physical Data Warehouse
- Create the physical Data Marts

DDI Contractor deliverables:

22. Oracle schema and Data Definition Language (DDL)
23. Physical ODS
24. Physical Data Warehouse
25. Physical Data Marts

### 3.2.8 DATA CONVERSION

Data conversion encompasses the transfer of operational data to NJ SUCCESS from other systems that will be decommissioned. The transfer of data between NJ SUCCESS and other systems that is needed on an ongoing basis is discussed in Interfaces, Section 3.2.9.

The DDI Contractor shall plan and coordinate all conversion activities for production data. The State will provide the as-is logical data models and data dictionary, and will document coded fields, combinations of codes, and the history of changes to codes. The DDI Contractor shall work closely with the State to formulate data conversion algorithms and develop a detailed data conversion plan including a data map, conversion schedule, impact if any on existing systems, and procedures for handling problem data such as missing data, data exceptions, and default values. The DDI Contractor is responsible for all data entry or data cleansing that can be automated. The State will be responsible for data entry or cleanup that must be performed manually if an automated process that is satisfactory to the State cannot be described.

The DDI Contractor shall design, develop and test the extract, transform, and load (ETL) procedures. The State uses Ascential's Data Stage for ETL and Ascential's Integrity for data cleansing and analysis.

As part of the data conversion task, the DDI Contractor shall design, develop, test and run nightly feeds from the legacy UI systems. Because the legacy systems will continue to support UI until NJ SUCCESS is fully implemented, the DDI Contractor shall provide the following conversion approach:

- Starting a year prior to Pilot, the DDI Contractor shall run an initial conversion and load of the ODS and Data Warehouse through a conversion of LOOPS and other UI data (see Diagram 3.2.7 ODS, Data Warehouse, and Data Marts). The ODS requires 3 years of historical and open claim data, and the Data Warehouse requires 7 years of historical data.
- After the initial load, the DDI Contractor shall provide a feed of LOOPS and other UI data to the ODS and Data Warehouse on a nightly basis until NJ SUCCESS is fully implemented and signed off by the State. Some of the files requiring conversion will become interfaces. This comment is included here for the DDI Contractor to gain a better understanding of the relationship between conversion, interfaces, and rollout strategy.
- Once the Pilot begins, the zip codes that are part of the Pilot will need to be excluded from the nightly feeds from the legacy system. As the statewide implementation begins, more zip codes will become part of NJ SUCCESS and will no longer be fed from the legacy system.

Some of the files requiring conversion will become interfaces.

#### Description of Key Legacy Systems

There are numerous legacy systems which must be converted for inclusion in the ODS. Data is stored in IMS, VSAM, DB2 and flat files. Conversion of this data into the ODS is critical for the success of the project. Some of the legacy systems that are described below will be converted completely and retired from service when NJ

SUCCESS is completely in production, and some systems will continue to interface with NJ SUCCESS even after full production.

The key legacy systems whose data must be converted include:

1. Benefit Audit Reporting and Tracking System - The BARTS system is an automated case management system for processing overpaid unemployment insurance claims. It provides the Bureau of Benefit Payment Control (BPC) with an automated means to identify potential fraudulent claims for unemployment benefits. This is accomplished by matching the unemployment claim data against wage information reported by New Jersey employers. Approximately 120,000 potential fraud cases are identified and/or tracked annually.
2. Disability Automated Benefit System (DABS) - The DABS system is a fully automated temporary disability insurance system. It tracks and manages a State Plan disability claim from its initial receipt through the issuance of the final disability benefit check. The data in this system will be structured in the NJ SUCCESS System, and DABS will still be an interface even after NJ SUCCESS goes into full production.

Fields for State Plan claimants will be structured into the new NJ SUCCESS System. These fields include claimant information (such as SSN, name, addresses, date of birth), medical entries (such as dates of care, visits, recovery date, prognosis date, morbidity code), employer information (such as EIN, last day worked, reason for separation, date return to work), and DABS tables (such as morbidity tables and doctor's license tables). All data elements are described in the metadata for the legacy systems data dictionary that the State will produce.

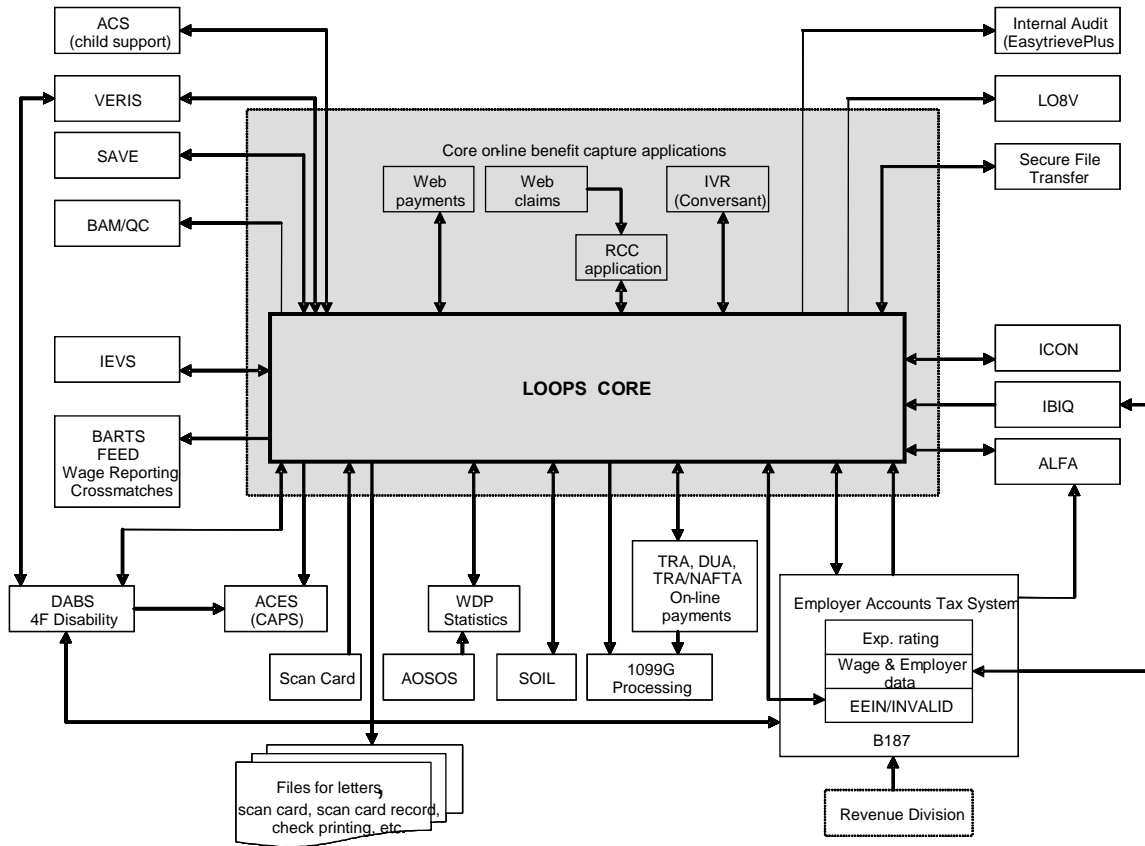
3. Interstate Connection (ICON) – The ICON system is used to exchange data concerning Interstate and Combined Wage unemployment claims. The system provides for the retrieval of informational data as well as the transmission and receipt of data to and from other states for Interstate liable/agent state and Combined Wage Claim (CWC), both paying and transferring, and Unemployment Compensation for Ex-Service (UCX) and Unemployment Compensation for Federal Employees (UCFE) claim processing. The Liable Agent Data Transfer (LADT) is part of the ICON System. It allows the weekly transfer of interstate weeks claimed and initial claims data, as well as data on commuter claims between states. The portion of the system to be converted is the front-end interface to the ICON system from COBOL mainframe to Web-based using Java. The federal ICON system will not be converted.
4. Local Office On-line Payment System (LOOPS) – The LOOPS system issues unemployment benefits to unemployed individuals who reside or have worked in the State of New Jersey. Approximately 55,000 to 75,000 checks are issued weekly for an average weekly disbursement of \$25 million.

The B187 process keeps track of unemployment charges for employers. The information is collected daily.

5. Appeals Computerized Entry System (ACES) - ACES receives transactions indicating an unemployment or disability determination has been appealed. The system handles more than 45,000 appeals annually.
6. Trade Readjustment Act – TRA is a batch system, which is used to produce TRA and NAFTA checks to pay for training people who have lost their jobs due to foreign competition. This process also is used to produce Disaster Unemployment Assistance (DUA) checks for people who are unemployed as a result of natural disasters.
7. Employer Accounts - The system utilizes an Oracle database running on a client server system. Employer information, incl. FEIN #'s, employer experience ratings, and weeks and wages data will be structured into the new NJ SUCCESS ODS to receive ongoing interface data from Division of Revenue (DOR) in the future. There will not be an interface build requirement for NJ SUCCESS. When NJ SUCCESS is in full production, NJ SUCCESS data will be available for the Employer Accounts System to access.
8. RCC- These are Oracle tables containing initial claims and in-series appointments.
9. IVR Certification Responses- These are tables of certification responses to questions that are stored in the current IVR system.

Many applications that are currently outside of LOOPS will be incorporated into NJ SUCCESS. The following chart depicts the LOOPS environment:

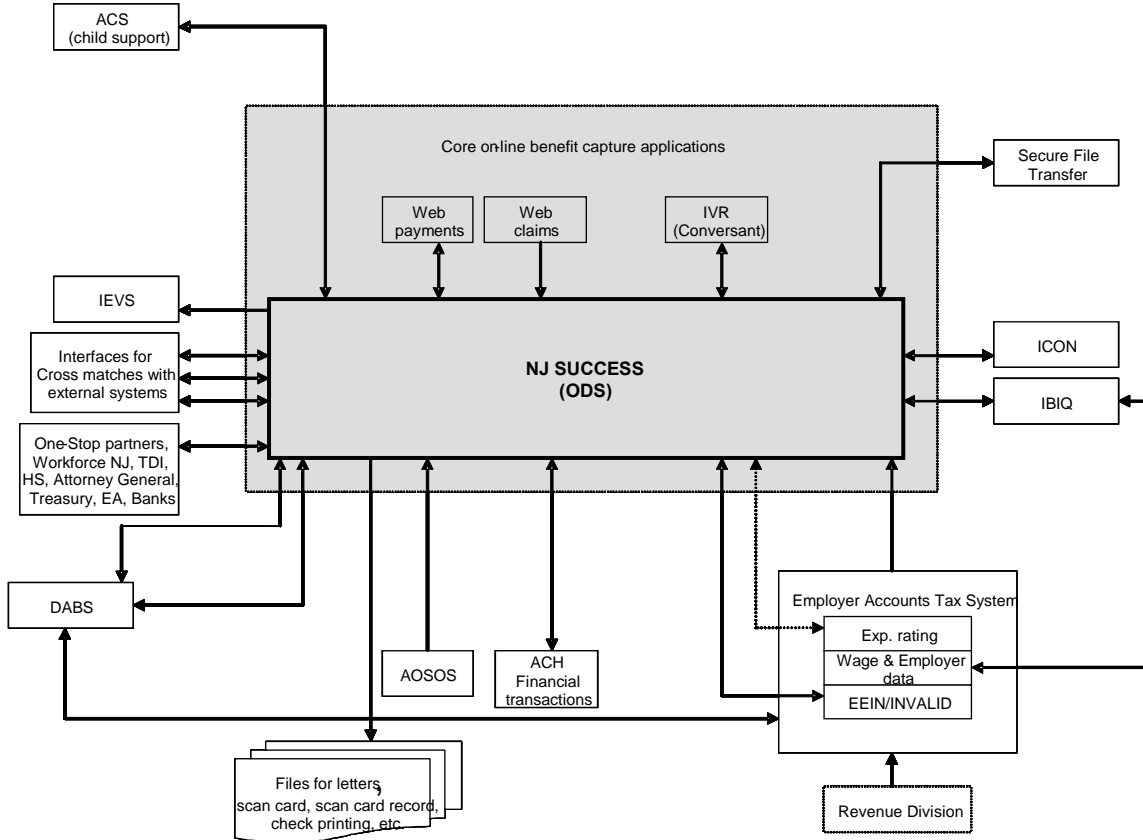
### Technical Architecture- LOOPS Context Diagram





The following diagram depicts the NJ SUCCESS environment:

## **Technical Architecture– NJ SUCCESS Context Diagram**



The DDI Contractor shall be responsible for all automated data cleansing and data conversions for the ODS. DDI Contractor staff shall program the routines to extract the data from the legacy systems, load the ODS, and develop reports which clearly demonstrate that the data was loaded properly. The scope of this effort will entail approximately 27 systems, 700 tables and 16,000 data elements. The DDI Contractor shall provide data mappings from the logical data model of ODS to the legacy systems, and a data dictionary for explanation of the data elements. Because data elements may be duplicated across legacy systems, the DDI Contractor must identify the system of ownership. Additionally, digital recordings (wave files) must be converted and loaded into the ODS.

### DDI Contractor tasks:

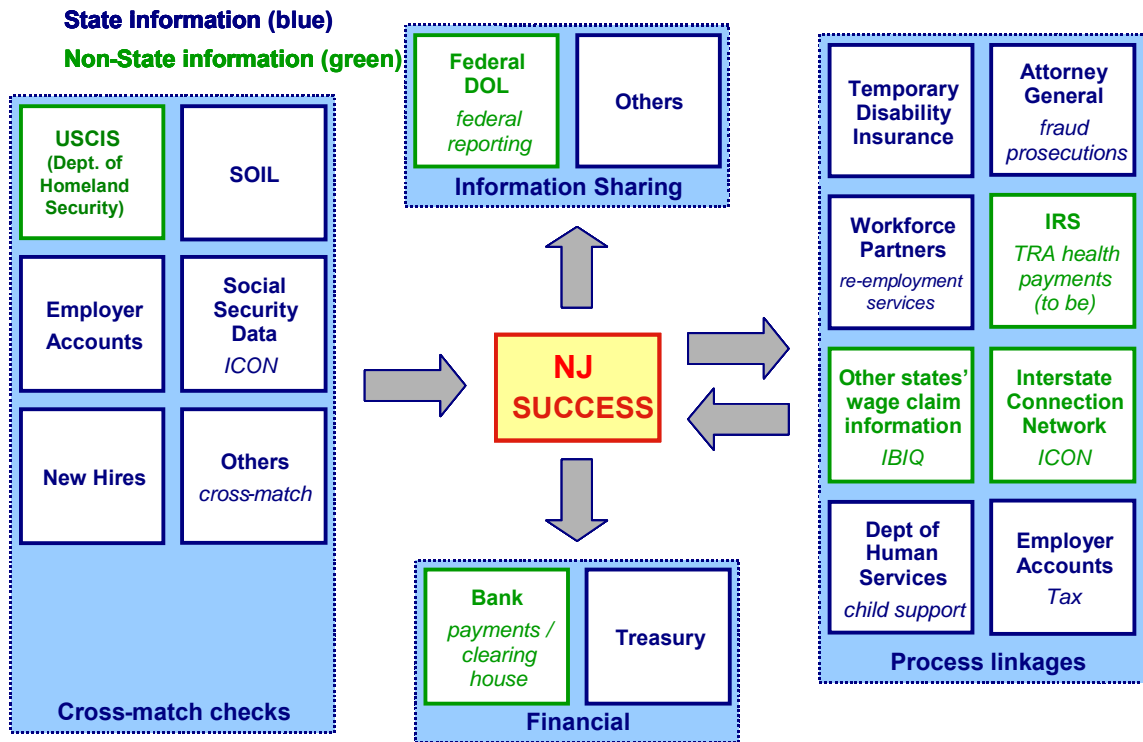
- Develop a comprehensive conversion plan, including data cleansing and a test plan
- Design, develop, test, and run the initial data conversion and subsequent nightly feed programs
- Validate and verify the data loaded. Identify and fix data errors. Develop an error message table.

### DDI Contractor deliverables:

26. Data conversion plan document
27. Initial data conversion and subsequent feed programs and documentation
28. Data conversion results
29. Fully loaded ODS, Data Warehouse, and Data Marts
30. Nightly synchronization of the ODS, Data Warehouse, and Data Marts

### 3.2.9 INTERFACES

NJ SUCCESS, like most major systems, will need data from other systems and will provide data to other systems. The following diagram depicts these interfaces at a high level:



**Diagram 3.2.9.1 – High-level View of the Interfaces**

The DDI Contractor shall design, develop, program, test, and implement all interfaces (APIs and ETL routines) for NJ SUCCESS as well as plan, coordinate, and monitor all interface activities with other divisions where NJ SUCCESS is either providing or receiving data.

The DDI Contractor shall develop extract, transform and load (ETL) procedures. The State uses Ascential DataStage for ETL procedures.

The data received through these interfaces shall be stored in both the operational data store (ODS) and a Data Warehouse. In almost all cases, when outside agencies require data from NJ SUCCESS, they will “pull” data from the Data Warehouse. Interfaces with real time access will either “pull” or write data to the ODS.

Web services technology is the preferred standard for all external interfaces.

Some of the interfaces are batch, some are real time, some are transactions, and others are data sharing files. Although most current interfaces are batch, NJLWD prefers that the new interfaces be real-time as much as possible. During conceptual design, the DDI Contractor and the State shall determine the best approach for each interface. Data from and to these interfacing systems is required on a daily, weekly, monthly, quarterly, yearly and ad hoc basis based on availability and need.

**Data Interface Scope**

The DDI Contractor shall be responsible for all automated interfaces for NJ SUCCESS. DDI Contractor staff shall program the routines to interface with the external systems. There are approximately fourteen interfacing systems. This RFP defines twenty-one interfaces for NJ SUCCESS, of which nine interfaces are required on a real-time basis. The nightly feed from the legacy system to the ODS is a temporary interface that will continue until the statewide implementation is completed. As zip codes are rolled out to NJ SUCCESS, they will be excluded from the daily legacy feeds to the ODS as per the implementation plan. Once zip codes are rolled out (during Pilot and Statewide Implementation), the NJ SUCCESS interfaces will include data for those zip codes.

There are two types of access for interfaces:

- Cross matches, in which the application will check external data during business processes, such as filing for claim, overpayments, and collections.
- Actual data transmissions between NJ SUCCESS and external systems. Data that is transmitted into NJ SUCCESS from external systems will be stored in fields in the ODS.

Data interfaces may be real-time and/or batch, depending on the business process and the type of interface. The interfaces specified as real-time must also be available as batch for back-up situations in which the real-time processing is not functioning or is not possible. It is recognized that the planned real-time interfaces may not be feasible; however, real-time is preferred if possible.

**Table 3.2.9 Anticipated Interfaces for NJ SUCCESS**

Dept/System	Incoming / Outgoing	Storage Location	Frequency	Stored in ODS	Real-Time / Batch	Data	Cross Match	Status
Workers' Comp (COURTS)	Incoming	COURTS	Daily	Yes	RT for initial, Batch for payments	Validation Workers Comp, and Pay Conflicts	X	New
Dept. of Corrections (Inmate Locator)	Incoming	DOC	Daily	Yes	Both	Validation of Incarceration	X	New
Social Security Administration –SSA (VERIS) Future-SSA through ICON	Incoming	SSA	Daily	No	Real-Time	Validation of SSN, DOB, and Deceased	X	New
Social Security Disability (SSD) through ICON	Incoming	SSD	Daily	Yes	Batch	Validate if Social Security Disability claim exists	X	New
USCIS (Dept of Homeland Security – U.S. Citizenship and Immigration Svs. through third party vendor, ACS)	Both	USCIS	Daily	Yes	Real-Time	Validate Alien Verification and Work Authorization & Date of Expiration	X	New
Residency Assignment System (RAS)	Incoming	RAS /ODS	Daily, and when claimant address created or changed	Yes	Real-Time	Validate Claimant / Employer Information Address Information, and Geographical Coding; Store geographic codes with address	X	New
Dept of Justice (PACER)	Incoming	PACER	As Initiated	Yes	Batch	Check if claimant filed bankruptcy	X	Old

Dept/System	Incoming / Outgoing	Storage Location	Frequency	Stored in ODS	Real-Time / Batch	Data	Cross Match	Status
Motor Vehicle Commission (MVC)	Incoming	MVC	Daily	No	Real-Time	Validate Drivers License Number and Claimant Identity	X	New
ICON HAND	Both	HAND	As Initiated	Yes	Real-Time	Vessel Registry and State of Vessel, contact # for other state	X	Old
ICON National Clearing House	Both	National Clearing House	As Initiated	Yes	Batch	Detect wage benefit conflict in other states	X	Old
ICON - Includes the following: LADT, IB13, IB1, IB4, IB5, IB6, IBIQ, IBWI	Both	Other State Agencies	Daily	Yes	Both	Request Other State Wages, Return Other State Wages, Employer Information, Claim Validation, Potential charges		Old
ICON FCCC	Both	FCCC	Daily	Yes	Batch	Claimant Federal / Military Weeks and Wages, Eligibility, and Availability of Wages		Old/New
ECATS (Electronic Cost Accounting Time System)	Incoming	ECATS	As needed	Yes	Real-time	Cross against current employees, scheduling internal personnel (vacations)	X	New
Disability Automated Benefits System (DABS)	Both	DABS/ODS	Daily	Yes	Both	Application Information, State Plan Claimants, obtain child support and wage info, send and receive overpayments and appeals, over and underpayments, address changes		New
Division of Revenue (DOR)	Incoming	DOR	Daily	Yes	Batch	Weeks and Wages, employer information, (incl. FEINs) employer charge information, experience ratings,		New
Employer Accounts (UI)	Both	EAS	Real-time-As needed	Yes	Both	Weeks and Wages		Old

Dept/System	Incoming / Outgoing	Storage Location	Frequency	Stored in ODS	Real-Time / Batch	Data	Cross Match	Status
Tax			Batch-daily			employer information, experience ratings (Real-time), rating assessments, FEINs-(Batch), charges for billing,		
Health & Human Services (New Hire)	Incoming	New Hire/ODS	Daily	Yes	Batch	Validate against New Hire Directory		New
America's One-Stop Operating System (AOSOS)	Outgoing	AOSOS	Daily	Yes	Batch	Claimant Name, SSN, Occupation, Address, Past Employers		Old
Child Support (ACSES)	Both	ACSES	Weekly	Yes	Batch	Name and Dollar amount of garnishment, Court Order and County		Old
Federal (USDOL Sun System)	Both	Sun System	As Initiated	Yes	Batch	Statistical Reports and Quality Review		New
IRS	Outgoing	IRS	Yearly / As Initiated	Yes	Batch	1099 Information, TRA Health Benefits, FICA		Old / New
Automated Clearing House (ACH)	Incoming	ODS	Daily	As needed	Real-time	Confirmation of direct deposit	x	New
State Bank	Both	Bank System	Daily / As Initiated	Yes	Both	Transfer Money, Imaged Checks, Date of Cashed Checks		Old
Accounting	Both	Accounting	Daily	Yes	Batch	Financial Transactions, failed direct deposit list		New
Dept of Treasury [Set-Off of Individual Liability (SOIL)]	Both	SOIL	Yearly	Yes	Batch	Social Security #'s, overpayment amounts, payments		Old
Dept. Of Treasury-Cash Accounting	Outgoing	Cash Accounting	Daily	Yes	Batch	Check Register		Old
One Stop Center Membership Card (LWD-generated)	Outgoing	One Stop Center Membership Card	Daily	Yes	Batch	Member info		Old
Workforce NJ	Outgoing	Workforce NJ	Daily	Yes	Batch	Claimant info		Old

Dept/System	Incoming / Outgoing	Storage Location	Frequency	Stored in ODS	Real-Time / Batch	Data	Cross Match	Status
Transitional Disability Insurance (TDI)	Both	TDI	Daily	Yes	Batch	Exchange of info: Who has filed TDI, and UI		New
Employer Services	Incoming	Employer Services	Daily	Yes	Batch	Wage information		New
One Stop Career Centers	Outgoing	One Stop Career Centers	Daily	Yes	Batch	Who has applied for unemployment		New
Print Services	Outgoing Outgoing Outgoing Incoming Incoming	Reports Forms Checks Check Recon Forms Recon	Daily	Yes	Batch	Document info		New

One of the interfaces itemized above is the ICON (Interstate Connection) interface. The current ICON interface is a COBOL program that requires separate transactions and "green screens" in order to access data. The ICON system provides for the retrieval of informational data as well as the transmission/receipt of data from/to other states for interstate liable/agent state and Combined Wage Claim (CWC), both paying and transferring, and Unemployment Compensation for Ex-Service (UCX) and Unemployment Compensation for Federal Employees (UCFE) claim processing. The system also supports the transmission of statistical data via the Liable/Agent Data Transmission (LADT) process.

The front end transactions that are currently used to access ICON information shall be redesigned and seamlessly integrated into the new NJ SUCCESS system. Where appropriate, NJ SUCCESS will perform automatic queries to the ICON system, generate the information requests, and provide the NJ SUCCESS system and the agent with the requested information. Additionally, requests made by agents and systems from other states to NJ's claim/wage data shall be transformed into a format readable by the current COBOL programming of ICON. All claims-related data that is currently stored and transmitted via the mainframe process will be stored in the new NJ SUCCESS J2EE environment but will be provided back to the ICON system. While the re-write of this interface will provide for seamless and efficient processes for NJ's agents, the change to the system will remain transparent to other states as well as to the ICON system.

IBIQ (Interstate Inquiry) is on-line and real-time. It provides claim and wage information online from and to 49 states, Puerto Rico and the District of Columbia. NJ SUCCESS must continue to provide the ability for the other states to access the information from New Jersey.

Detailed specifications for the ICON module re-write are in Appendices GG, Q, and R.

### Technical Approach to Interfaces

Refer to Appendix V, NJ Shared IT Architecture.

DDI Contractor tasks:

- Develop a comprehensive plan for designing, developing, and testing the interfaces
- Design, develop, test, and implement the interfaces
- Work with the State to determine whether the interface is batch or real time

DDI Contractor deliverables:

31. Interface Plan document
32. Interface programs and documentation

33. Interface test results

**3.2.10 DATA QUERY AND REPORTING**

The State has a broad range of information needs. Reports are currently generated using extracts from legacy systems, performed using ad hoc reporting tools, and/or programmed by IT staff for special batch reporting runs. The DDI Contractor shall develop new reports and provide improved capabilities to address these needs.

Reports shall be run against appropriate data marts, except in the rare cases when up-to-the minute information is required (where reports are run from the ODS). The DDI Contractor shall either create a real time feed from the ODS to the Data Warehouse and associated Data Marts, or create a batch feed on a nightly basis. The Data Marts will be accessible via standard reporting and data visualization tools.

The DDI Contractor must design and implement appropriate security to protect data from unauthorized access of any type.

Reports that are imbedded in the application and appear as part of the application shall be written using Oracle Reports. The remaining three broad categories of reports are reports mandated by the Federal Department of Labor, operational (production) reports, and ad hoc reports.

Federally Mandated Reports

The DDI Contractor shall develop the Federal mandated reports (listed below) that the State must submit. A monthly snapshot of claims activity is required, with a cumulative seven-year retention. (This is currently fulfilled by the FSTATS process.) There are numerous other processes that are run to complete the federal reporting requirements. Other processes generate other UI data such as financial, appeals, profiling and overpayment information. The list below may change with new reports added or existing reports changed. Following is a current list of the required reports and their frequency. [Frequency is weekly (W), monthly (M), quarterly (Q), annually (A).]

**Table 3.2.10 Federal Reports**

<b>Report</b>	<b>Name</b>	<b>Frequency</b>
ETA 538	Advance Weekly Initial & Continued Claims Report	W
ETA 539	Weekly Claims & Extended Benefits Trigger Data	W
ETA 5159	Claims & Payment Activities	W/M
ETA 5130	Benefit Appeals Report	M
ETA 203	Characteristics of the Insured Unemployed	M
ETA 2112	UI Financial Transaction Summary	M
ETA 191	Statement of Expenditures and Financial Adjustments of Federal Employees and ExService members	Q
ETA 8401	Monthly Analysis of Benefit Payment Account	M
ETA 8403	Summary of Financial Transactions Title IX Funds (Reed Act Money)	M
ETA 8405	Monthly Analysis of Clearing Account	M
ETA 8413	Income-Expense Analysis, UC Fund, Benefit Payment Account	M
ETA 8414	Income-Expense Analysis, UC Fund, Clearing Account	M
ETA 9050	First Payment Time Lapse	M
ETA 9051	Continued Weeks Compensated Time Lapse	M
ETA 9052	Nonmonetary Determinations Time Lapse, Detection Date	M
ETA 9053	Nonmonetary Determinations Time Lapse, Affected Date	M
ETA 9054	Appeals Time Lapse	M
ETA 9055	Appeals Case Aging	M
ETA 207	Nonmonetary Determinations Activities	M/Q
ETA 218	Benefit Rights & Experience	M/Q
ETA 563	Quarterly Determination of Allowance Activities & Reemployment Services Under the Trade Act	Q
ETA 581	Contribution Operations (part of Employer Accounts, not NJ SUCCESS)	Q

ETA 586	Interstate Arrangement for Combining Employment & Wages	Q
ETA 227	Overpayment Detection & Recovery Activity	Q
ETA 9016	Alien Claimant Activity Report	Q
ETA 9048	Worker Profiling & Reemployment Services Activity Report	Q
ETA 9049	Worker Profiling & Reemployment Services Outcomes Report	Q
ETA 9056	Nonmonetary Determinations Quality Review	Q
ETA 9057	Lower Authority Appeals Quality Review	Q
ETA 204	Experience Rating Report	A
ETA 205	Preliminary Estimates of Average Employer Contribution Rates	A
ETA 206	Annual Distribution of Claimants by Earnings	A
BPS50035	Nonmonetary Issues by Deputy	W/M
BPS50150	Appeals Dismissed	W/M
BPS50220	Weekly Exhaustions	W
BPS50040	UI Staffing	W/M

The DDI Contractor shall use Oracle Reports for these reports.

#### Production (Operational) Reports

The State will assist the DDI Contractor to analyze the current set of approximately 200 production reports. By eliminating unused or redundant reports, eliminating reports concerning erroneous data or situations that could no longer occur with NJ SUCCESS, and combining similar reports, the State believes that no more than 150 reports will be needed. The DDI Contractor shall design and develop up to 150 production reports. These reports must include flexible parameters such as time period, geographic area, claimant or claimant demographics that allow the same report to produce many variations.

The DDI Contractor shall implement a job scheduler approved by the State to execute the reports, store the output, and send the output electronically to a defined list of users, with the ability to maintain lists of lists. Other authorized users will be able to view and/or print all or selected portions of a report. The ability to run operational reports off schedule, as well as to easily modify the job schedule, is required. This capability will allow the State to significantly reduce the amount of print output.

The DDI Contractor shall use Oracle Reports for production reports.

#### Ad hoc Reports

The DDI Contractor shall provide the ability to produce ad hoc reports. State staff will create their own ad hoc reports. The State believes that the two major difficulties faced by users trying to create ad hoc reports are the complexity of the data structures and the complexity of the tool. The DDI Contractor must address both of these issues in the design of the data marts, in the training on producing reports, and in support. The help desk will provide support to users requiring assistance with ad hoc reports. See Appendix O, User Information Needs, for a sampling of information needs requested by users. The list provided includes only examples of reports and is not meant to be a complete list. The DDI Contractor must address the requirements of each of the different program areas.

#### DDI Contractor tasks:

- Analyze the existing production reports, identifying what is needed and what is not
- Design, develop, test, and implement the new federal reports
- Design, develop, test, and implement the new production reports
- Design, develop, test, and implement templates for ad hoc reports

#### DDI Contractor deliverables:

34. Production Report Analysis Document
35. Federal reports
36. Production reports
37. Ad Hoc templates

### 3.2.11 PRINTING OF CHECKS, FORMS AND FEDERAL AND PRODUCTION REPORTS



The DDI Contractor shall create the files needed to print (and reconcile) checks, forms, and federal and production reports.

Checks

On a nightly basis, the NJ SUCCESS application must:

- Send a check file to the print facility
- Process a check reconciliation file (received from the print facility after completion of the check run) to NJ SUCCESS

Forms

Forms are critical to the operation of Unemployment Insurance. NJ’s customers (claimants and employers) through the Telephony and Internet components of NJ SUCCESS shall have the ability to request paper forms.

The NJ SUCCESS application must:

- Through e-forms software (see Section 3.3.10, e-forms) provide the capability to create forms and update forms as a component of NJ SUCCESS.
- Create and send a forms file to the printer attached to a Sun Server on a nightly basis. Prior to sending the file, the DDI Contractor must sort this file by customer.
- Process a forms reconciliation file to NJ SUCCESS, sent from the print facility. The DDI Contractor shall use this file to update a customer’s record that paper documents were sent to the customer. This reconciliation information will trigger events in the workflow processing component of NJ SUCCESS.

Federal and Production Reports

On a nightly basis, the NJ SUCCESS application must:

- Send report file(s) to the print facility for federal and production report processing. The print facility must post these files to the Report Distribution System.
- Provide access to the Report Distribution System through NJ SUCCESS
- Update NJ SUCCESS with the Federal and production report reconciliation file received from the print facility.

See RFP Section 3.2.10, Data Query and Reporting, for specifics related to the reports.

The following tables provide current statistics for the print scope. The State has not fully defined the future forms and print volumes.

**2003 Checks Printed**

Month	NO/PAY	TDI	UI	DDU	WORKER	EMPLOYER	TRA	NAFTA	TRA-NO	DUA	Total
JAN	122278	72209	450722	3930	17	76	712	38	13	0	649,995
FEB	97116	47596	409466	3506	11	62	658	25	27	0	558,467
MAR	87180	56171	444026	4360	13	102	779	25	14	0	592,670
APR	96171	57868	422806	3792	14	103	740	40	16	0	581,550
MAY	81876	59587	360087	4131	12	85	688	75	14	0	506,555
JUNE	95272	58115	365447	4850	10	82	586	65	13	0	524,440
JULY	116844	77112	415867	4271	9	120	653	66	20	0	614,962
AUG	81400	61981	367984	4073	1	106	635	49	25	0	516,254
SEP	88687	61507	394486	4665	94	90	742	42	34	0	550,347
OCT	87731	62809	349146	4343	66	136	1166	39	56	0	505,492
NOV	82275	50123	319502	3585	10	85	981	38	22	0	456,621
DEC	126372	59236	429071	4787	7	102	1309	17	26	0	620,927
Total	1163202	724314	4728610	50293	264	1149	9649	519	280	0	6,678,280

## 2003 Special Forms Printed

Form Name	Quantity
BC3C, Notice to Claimant of Potential Eligibility	770,055
BC3E, Request to Employer of Wages and Separation Information	720,701
BPC98, Request to Employer for Wages for Potential Overpayment	35,930
EXPRATE, Notification to Employers of Experience Rating	406,750
LAB-1 (tax form)	237,937
Gen-14 (Gen-1) (tax form)	308,100
Gen-11 (Gen-2-1099) (tax form)	519,396
Pen2A (tax form)	131,207
Invest Worksheets (Fraud investigation worksheets)	45,000 pages
Case Labels (labels for case files)	15,000 pages
DOLLTR Estimated (letters printed on letterhead)	15 rolls

### Estimates of Current Print Volumes

(Most documents are one page in length.)

Daily, Weekly and Monthly runs: 60 boxes per week of reports on 8 ½ x 11 cut sheet paper per week with 3,000 pages per box = 180,000 pages

Monthly Dunning Letters: 24 boxes of 8 ½ x 11 @ 3,000 pages per box (monthly) = 72,000 pages

Quarterly runs: 30 boxes per quarter of 8 ½ x 11 @ 3,000 pages per box = 90,000 pages

#### DDI Contractor tasks:

- Create and send the check printing file to the print facility
- Update NJ SUCCESS with the check reconciliation file
- Create and send the forms print file to the print facility
- Update NJ SUCCESS with the forms reconciliation file
- Create and send the federal and production report print file(s) to the print facility
- Update NJ SUCCESS with the report reconciliation file

#### DDI Contractor deliverables:

38. Check/forms/reports printing programs and documentation

### 3.2.12 DOCUMENT MANAGEMENT IMPLEMENTATION (PRE-PRODUCTION)

The State will be following a phased implementation of Document Management, Imaging and Workflow. It must be designed, installed and configured one year prior to the NJ SUCCESS Pilot phase.

When the standalone Document Management, Imaging and Workflow System has been implemented successfully, the State will start scanning incoming documents and allow retrieval for its business users. The implementation includes imaging, bar coding and OCR. The DDI Contractor shall perform adjustments and make corrections to the system during this timeframe.

#### DDI Contractor tasks:

- Install and configure hardware and software
- Identify indexes for document types
- Test implementation
- Train NJLWD staff

DDI Contractor deliverables:

39. Document management standalone system

### 3.2.13 DOCUMENTATION

The DDI Contractor shall produce comprehensive technical and user documentation to allow the State to use, support, maintain, and enhance NJ SUCCESS. Documentation is integral to the NJ SUCCESS application. Programming modules will not be considered complete unless accompanied by all the documentation elements.

The documentation must be developed concurrently with the design, development and testing of the system. During Project Initiation, the DDI Contractor shall meet with the State to revise the Documentation Plan submitted with the proposal. The State will accommodate the protection of intellectual property where applicable.

The DDI Contractor shall provide an electronic version of all documentation, and employ change control processes and version control to ensure that it is kept current to the production release for the duration of the contract resulting from this RFP. Documentation shall be available electronically (rather than in binders) to users and support staff, with the ability to print all or selected sections as needed. A table of contents, an index, and keywords shall be available for information searching. The State does not require printed documentation except in a case where the DDI Contractor requests and the State consents to accept a printed rather than electronic document

#### Technical Documentation

Technical documentation shall include:

- Data dictionary
- Glossary of terms
- Systems architecture document
- Application architecture document
- System application manual
- System operations manual
- Logical data model
- Physical data model
- Table and View usage
- Relationships among user functions, files, inputs, outputs, and programs
- Screen prints
- Overview of functional components or programs, including program name, description, variables, and validation rules
- Source code
- List of reports, description, sample layout, and input parameters
- Maintenance of rules and/or workflow tables
- How to create Word templates
- How to create Word documents from templates
- How to create extracts
- Error messages, system notices or alerts, and recommended actions
- Standard troubleshooting solutions

Technical documentation shall include the knowledge and information needed for normal system operations and administration, as well as problem fixes and enhancements. All program source code must be well documented internally through the use of imbedded comment lines describing the processing as well as changes to the source code. Policy and procedures shall be integrated into the application, and the initial load of the policy and procedures shall be performed by the DDI Contractor.

The DDI Contractor must incorporate all aspects of NJ SUCCESS in the technical documentation, including the core application, all supporting components of NJ SUCCESS, such as imaging, workflow, IVR, printing, and mailing, and the related hardware and software.

The Systems Architecture Document must provide graphical depictions of the application's n-tiered architecture, along with text describing the model. Each of the layers and their functionality shall be covered in this document.

The Application Architecture Document must provide an overview of NJ SUCCESS' application architecture. It shall begin with an architectural overview of the design approach and framework used in NJ SUCCESS. It shall describe how the various packages and classes deliver the functionality of the program. The individual classes, their attributes, and methods must be described in detail. This shall be based on Unified Modeling Language (UML) diagrams for the classes, along with a description of how it works together. Application design will follow this and include functional decompositions of the application with flow diagrams.

The System Application Manual shall provide detailed information about each of the user and external interfaces that comprise the NJ SUCCESS application. Detail is required for each of the (web-based) screens, including on-line reports, inquiries, data entry forms, etc. In addition, batch reports must be identified and described. Each screen and each report must be identified with its name, screen print, description, supporting Java Server Pages (JSP), Java or Oracle program name, and names of tables accessed in the program. Another section must identify and document all programs written to support NJ SUCCESS. The documentation of these programs shall include where it is used, description, purpose, dependencies, and components. As a separate section, all interfaces with external systems must be identified and documented. The documentation must include the program name(s), type of interface (API, flat file, XML, etc.), description, detailed record layouts, and database objects used.

The System Operations Manual shall support the operational aspects of NJ SUCCESS. It shall focus on the operations of all processes that execute daily, weekly, monthly, quarterly, annually, or ad hoc. Its purpose is to serve as a reference manual to maintain and troubleshoot NJ SUCCESS. It must include all the tables and data elements being accessed and list the criteria of the queries and processes. It must contain the on-line and batch operations standards, which detail the standards for all directory paths, scripts, programs, etc. It must include Java application environmental requirements, such as classpath, XML configuration files, required packages and classes. It must provide specifics for the running of the various components of the NJ SUCCESS system, including document management, telephony, database operations, interfaces, networking, and the core NJ SUCCESS application.

The manual must include:

1. The schedule of the on-line and batch processes (programs and reports)
2. Overview of the logic and flow of the processes
3. The description, parameters, inputs, output, restart procedures for each of the processes and how to regenerate their output.

The Logical Data Model will be used to understand the data elements of NJ SUCCESS' databases. It will help the application maintenance team understand the data elements, characteristics and their usage in the application. It must identify the relationships and the tables. Naming conventions must be described and followed. It must include entity relationship diagrams for the databases.

The Physical Data Model will support the operation of NJ SUCCESS' databases. It will assist the DBAs in creating the schema and the database. It will also identify denormalization from the logical data model. It must include physical characteristics such as table size, table space, indexes, sequences, and views. It must provide approximations of initial record counts and annual growth. It must provide information related to performance, such as caching and access patterns of the data.

### User Documentation

User documentation shall include:

- An online help facility providing
  - Help at the data element level
  - Help at the process or topic level
  - Search capability at the data element, process or topic level
  - Print capability at the data element, process or topic level.
- An online policy facility providing
  - Ability to search, view, and print policy from within the application

- A comprehensive policy administration and retrieval function integrated into the application
- An automated method or copy-and-paste ability for the State to upload existing policy from Word documents.

User documentation must be available in the NJ SUCCESS document repository, which is created and administered by the State, and from the NJ SUCCESS application.

DDI Contractor tasks:

- Develop technical and user documentation concurrent with the iterative development effort

DDI Contractor deliverables:

40. Technical Documentation
41. User Documentation

### 3.2.14 TRAINING

The DDI Contractor is responsible for all training associated with the NJ SUCCESS project. The DDI Contractor shall:

- Produce a comprehensive training plan
- Design, develop, and implement a training database
- Prepare all training curricula
- Prepare all training materials
- Conduct all training sessions
- Evaluate all training sessions
- Provide remedial training

The training shall consist of conventional classroom training led by DDI trainers in State-supplied facilities, web-based training for internal users, and a web-based online coaching facility.

#### Overview Training

Overview sessions shall occur within 3 months prior to the user's need for the system. The DDI Contractor must provide full day overview sessions for approximately 1500 UI and DDU staff. The DDI Contractor must also provide half-day sessions for the approximately 3000 members of the "workforce" staff (One Stop partners, TDI, DDS). Each session shall have approximately 50 attendees, depending upon the capacity of the facility. The DDI Contractor's presenter shall demonstrate the system, but the attendees will not have computers or hands-on time in these sessions.

#### Implementation Training

Implementation training will begin two months prior to the Pilot. Training shall be provided to users "just in time", which the State defines as no more than two months prior to their anticipated use of the system. The curriculum must be tailored to the attendee's role as shown in table 3.2.14.

The DDI Contractor must develop evaluation materials including tests and course evaluations, and record attendance. The DDI Contractor must administer tests and course evaluations at the end of each course to gauge the effectiveness of the training. The DDI Contractor shall compile and store test results, evaluations, and attendance electronically. The State has set a goal that 85% of training attendees must pass the course assessment on their first attempt. The DDI Contractor must provide remedial training at no additional cost to the attendees requiring additional sessions. The State's expectation is that this group will pass the course assessment on their second attempt. Course materials and presentation must be adjusted as needed to ensure the effectiveness of the training and the students' comprehension of the materials.

#### Training Staff

The DDI Contractor shall supply trainers who have both system knowledge and training skills. The State will approve the DDI Contractor's trainers. The State may require the replacement of any trainer who is viewed as unacceptable by the State after the completion of any class. A suitable replacement approved by the State must be provided immediately, within \_\_\_ days of the State's request.

The State will provide State training personnel during overview and implementation training. At least one State training resource will be assigned to each class, to circulate among the students, to assist at the PCs, and to answer policy-related and process-related questions.

#### Training Curriculum

The DDI Contractor is responsible for the creation, production, and distribution of all class materials, including course books, quick reference guides, exercise books, tests, and course evaluations. These materials must coordinate with the trainer's lectures and demonstrations.

The DDI Contractor shall provide an electronic version of all materials, and ensure they are kept current to the production release for the duration of the contract resulting from this RFP. For the duration of the contract, the DDI Contractor is required to periodically update training course materials to reflect its own improvements as well as those suggested by State training staff.

#### Training Database

The DDI Contractor shall create a training database for hands-on use by attendees that contains a sufficient variety of data to exercise all parts of the system. The data must be based on actual claims to provide realism, but modified to protect confidentiality. Claims must reflect a variety of stages of a typical claim. Dates associated with claims must be kept current. All training courses must be designed to use a fresh copy of this training database for examples and exercises. A mechanism is needed to allow each trainee to have his/her own copy of the same claim to work with for exercises. There must be a method to simulate data flow to and from other systems when needed to demonstrate a function during training (i.e., to simulate telephony, imaging, and interfaces without disturbing production).

The DDI Contractor shall establish a refresh schedule for the training database that matches the needs of the training schedule. If one refresh schedule cannot suit all classes, the DDI Contractor shall set up multiple copies of the training database and an easy method to access the proper copy. The State is responsible for ensuring that the classroom computers have Internet access. The DDI Contractor is responsible for logon and access requirements.

The DDI Contractor shall provide instructions for creating the training database. These instructions will be used by State trainers when preparing for future classes. The training databases shall be updated automatically as part of the update of the production databases. This must be done centrally and in a single action.

#### Web-Based Training

For each course or major topic, the DDI Contractor shall develop an equivalent interactive web-based training module, accessible from within the NJ SUCCESS system but distinct from the help facility. This courseware will be utilized by staff that did not attend the overview sessions or portions of implementation training, or to refresh skills. The courseware will offer an optional self-test after each major topic, and the option to print a certificate upon successful completion.

The DDI Contractor shall develop web-based online coaching/tutorials for external users of NJ SUCCESS, specifically claimants and employers. The online coaches will be designed as an additional layer to the online application, and the appropriate version can be accessed on demand by claimants or employers.

#### Train-the-Trainer Sessions

The DDI Contractor shall hold separate train-the-trainer classes for the approximately 20 State trainers who will provide new hire training after rollout. Train-the-trainer sessions must be designed so that the State trainers obtain a very high level of system competence. This may be accomplished through more detailed instruction, more class days, or more hands-on time. The DDI Contractor shall provide annotated trainer versions of the course books and exercise books that describe the flow of the lecture and the corresponding online demonstration.

#### Training Facilities and Scheduling

Using State and community college facilities, the State will locate and reserve sufficient computer-equipped classrooms with Internet access. The DDI Contractor must schedule the DDI trainer, State trainer, and attendees for each class. Except for the overview sessions, there will be a maximum of 12 students per class. Courses longer than two days must be divided into several segments.

The State will provide to the DDI Contractor lists of staff by location, by job function, and by training track needed. The DDI Contractor shall work with the State to schedule the date and location for each trainee, notify attendees at least three weeks prior, ensure that offices retain sufficient staff to continue daily operations, minimize travel distance to the extent possible, and allow supervisors to make changes.

The DDI Contractor shall create and adhere to procedures for course scheduling, classroom setup, online setup, and cleanup. The DDI Contractor shall provide an automated method for recording attendance and administering course assessments and evaluations so that the State can monitor the training effort. An automated feed to the State human resource system is required to transmit staff training data.

**Training Tracks and Attendees**

Claimants, employers, and authorized external users shall be trained in the use of the system via a link to web-based system training developed by the DDI Contractor.

Courses for internal users shall be grouped together into tracks depending upon job responsibility. The following table shows the track for eight job categories among the 11 courses anticipated by the State. The 11 courses shown below comprise 20.5 days of curriculum and 16,150 student days of training. Based on 50 attendees per overview class and 12 attendees per implementation class, 1176 training days are anticipated. During the one-year rollout, there will be an average of 5 classes running every workday.

The State may alter the estimates in the table below (staff counts, job categories, courses, tracks and days). This information is provided for project planning purposes.

**Table 3.2.14 Training Metrics**

	Over View	Over View	Inquiry	Init/Cont Claims	Mone-tary	Adjudic. Nonmon	Collectn Ovpaymt	Std Repts	Adhoc Repts	Sys Admin	Imag-ing	Totals
	1 day	½ day	2 days	3 days	2 days	3 days	2 days	½ day	1 day	5 days	½ day	20.5
3000 Workforce		3000						200				
200 Clerks	200		200	200	100	50		50			20	
400 Adjudicators	400		400	400	400	400						
75 Investigators	75		75	75	75	75	75					
150 Mgrs/Supvs	150		150	150	150	150	15	150	150	150	4	
90 Sys Admin	90		90	90	90	90	90	90	90	90	90	
20 Trainers	20		20	20	20	20	20	20	20	20	20	
200 CSRs	200		200	200								
Tot studentdays	1135	1500	2270	3405	1670	2355	400	255	270	1300	67	14,627
Tot training days	23	30	190	284	140	197	34	22	23	109	6	1058

**DDI Contractor Tasks:**

- Develop the training plan
- Develop curriculum, web-based training, online coaching facility, and training database
- Develop training materials
- Develop and implement assessment, evaluation and attendance tools
- Create training database
- Schedule classes, trainers, and attendees
- Deliver classroom training
- Track and assess the ongoing training, make improvements as needed
- Implement an automated feed to the State Human Resources Development Institute (HRDI) system.

**DDI Contractor Deliverables:**

42. Training plan
43. Evaluation materials
44. Web-based training
45. Online coaching facility for external users
46. Training database

47. Online facility for tracking and reporting on the training effort
48. Curriculum for classroom training
49. Classroom training

### 3.2.15 SYSTEM TEST

The DDI Contractor shall prepare a system test plan, test all aspects of the system, and implement and use a tracking tool for system problems. The DDI Contractor must assign a System Test Lead in addition to the required staffing set forth in Section \_\_\_\_\_. The State and DDI Contractor shall jointly develop the criteria for determining significant, medium and low impact bugs. The system test must demonstrate the successful operation of the system, ensuring that the new solution is functioning and processing data correctly.

The DDI Contractor shall plan, design, and implement a test environment that replicates the production environment. As it becomes ready, each module must undergo a system test cycle. The compatibility of all modules for the entire system shall be tested when all modules have been completed.

The DDI Contractor shall load the system test environment with sufficient data to replicate the production environment.

The DDI Contractor shall derive its test scripts from the Use Cases.

Tests to be performed include: end-to-end application testing; stress testing; performance testing to assure that the solution will meet performance requirements under expected user loads; backup and recovery testing; installation testing; and deployment of patches and other corrections to applications software. Expected and unexpected user interaction must be tested. Examples of unexpected user interaction include invalid keystrokes, key sequences, or mouse-clicks, and incomplete, erroneous, or duplicate data.

DDI Contractor responsibilities include the preparation of test plans, test variants, test scenarios, test cases, test scripts, test data, and expected results for the entire system, including any preexisting or framework software. The State requires complete end-to-end testing of the solution and may expand the test plan with additional scenarios. Testing must be performed with OIT participation.

The DDI Contractor shall provide a mechanism for tracking expected versus actual test results, and for tracking all errors, problems, and their resolution. This reporting mechanism shall include numeric and graphical trend analysis for tests completed, errors identified, rework efforts, and retesting efforts.

The DDI Contractor shall prepare and conduct a performance test plan employing system and network monitoring software, and system load simulation software. The test plan must utilize the full ODS, increasing numbers of users, and increasing activity levels. The system test shall continue until performance measures (see RFP Section 3.3.18) are met, and are expected to be met under full operational conditions.

To the extent possible, the DDI Contractor must perform testing on an infrastructure identical to the production infrastructure, including the WAN. The DDI Contractor must test the wide range of popular browsers and browser versions together with the realistic connectivity for remote users.

The DDI Contractor must use an automated testing product in their application acceptance testing. The State currently uses the product Application Expert. As the DDI Contractor submits modules of the NJ SUCCESS application for acceptance testing, one of the test phases that it must pass to ensure efficiency and scalability is the Application Expert tool. Before passing acceptance testing, all modules submitted by the DDI Contractor must meet agreed upon, tested specifications.

The State uses the product Application Expert as a step in application acceptance testing to ensure efficiency and scalability. The DDI Contractor must test the application for efficiency and scalability, and meet the required specifications.

The DDI Contractor's system test responsibilities include:

- Functional testing, i.e., "black box" testing (the tester only knows the inputs and what the expected outcomes should be and not how the program arrives at those outputs)



- Structural testing, i.e., “white box” testing (the tester knows what the program is supposed to do)
- Random testing that freely chooses test cases among the set of all possible test cases
- Testing of unexpected user input or action
- Static testing that analyzes programs without running them. Metrics are used to analyze the structure of the program (number of components, functions, modules, interdependencies, program organization, adherence to programming standards) to evaluate program properties such as error proneness, understandability, and evaluation of structure.
- Performance and load testing
- Run time application and network performance analysis and testing using tools.
- Hardware and software “fault-injection” testing that injects faults into physical hardware and software
- Dependability analysis, involving identifying hazards, including vulnerability to attack and hacking
- Software hazard analysis, involving the classification and estimation of potential hazards, and program path analysis to identify hazardous combinations of internal and environmental program conditions. Defines root causes, and possible countermeasures.
- Regression testing, which is the repetitive testing of an application’s major features to ensure minor changes have not introduced new bugs into the system
- Integrated testing of system modules
- Installation testing, to validate that the application will install and operate properly on the servers
- Resolution of all significant system problems
- Plan for the resolution of all other system problems
- Testing using tools described in this section.

The following four levels of testing must be performed:

1. Low level testing and debugging of code, performed by the developers under the DDI Contractor within their IDE (Integrated Development Environment).
2. Higher-level testing of the code, with some functional testing. This type of test includes testing of module integration. The DDI Contractor should recommend products that are appropriate for this type of testing. Rational's Functional Tester may be used for this type of testing.
3. Regression and functional testing. The DDI Contractor and the State are jointly responsible to coordinate a comprehensive plan. The plan shall involve creating test scripts based on the Use Cases and running the scripts against the application.
4. Performance testing, consisting of:
  - a. Monitoring response times from an end-user perspective under a simulated load. Areas to monitor include the application, the server (CPU, memory, I/O, etc.), and the network. The State uses Vantage Suite for this purpose.
  - b. Real time application profiling using a product like Vantage Suite to drill down into the components of the application doing component-level views of the entire Java application.

The DDI Contractor shall meet with the PMO on a weekly basis to report progress on the testing and review the number of outstanding system problems

The DDI Contractor must certify in writing, in a document signed by both the DDI Project Manager and the DDI Test Director, that the development team has successfully executed full system testing prior to the start of the QA test.

State and PS Contractor staff will participate in test planning, test validation and performance monitoring for each environment, and will sign-off before promotion to the next environment. The State must accept the system test plan and performance test plan before they are carried out.

DDI Contractor tasks:

- Establish the test environment
- Establish a system problem tracking tool
- Design and conduct system testing
- Identify and correct problems, repeat unit test and system test

- Design and conduct performance testing
- Identify and correct problems, repeat performance test
- Document system and performance test results
- Train State testing staff to use the system problem tracking tool
- Resolve all system problems, prioritized by criticality
- Prepare and execute a plan for resolution of all other system problems
- Prepare application in test and QA environments

DDI Contractor deliverables:

50. Weekly system problem report
51. System problem resolution plan
52. System test plan and results
53. Performance test plan and results

### 3.2.16 QUALITY ASSURANCE TEST

The PS Contractor rather than the DDI Contractor will conduct Quality Assurance testing on the NJ SUCCESS system. The State may modify the time period for Quality Assurance testing based on the results.

DDI Contractor tasks:

- Load sufficient data to the QA testing environment to replicate the production environment
- Replace or reload data to run repetitive tests
- Analyze, correct, and retest reported problems

DDI Contractor Deliverables:

None

### 3.2.17 USER ACCEPTANCE TEST

An Acceptance Test team composed of State users from various functional areas and the PS Contractor will employ testing tools to conduct the Acceptance Test. The Acceptance Test will include all activities to take place during the actual implementation, as well as a series of mock business days (a minimum of 3). Acceptance testing will be performed in the QA testing environment.

The test will verify the following:

- All functional aspects of the system
- Ease of use
- Installation of software
- Conversion of data
- Accuracy and performance of system interfaces
- Effectiveness of training methods and materials
- Response time and overall system performance
- System hardware, software and telecommunications performance
- System, data, and application security

The State may modify the time period for User Acceptance Testing based on the results.

DDI Contractor tasks:

- Refresh the QA environment to replicate the production environment
- Analyze, correct, and retest reported problems
- Track, reproduce, correct problems, and retest

DDI Contractor Deliverables:

54. User Acceptance Test Plan participation

### 3.2.18 HELP DESK SETUP AND IMPLEMENTATION

The DDI Contractor shall assist the State to design and establish the NJ SUCCESS help desk facility, which must be fully operational at the start of the User Acceptance Test. The help desk will be staffed during the normal State business hours of 7:30 to 5:00.

The initial point of contact will be the help desk triage center, which will receive telephone calls and email from internal and external systems users statewide. The triage center will log the call, and either resolve it or refer it to one of three other help desks. Ninety-five percent of calls related to user inexperience will be handled by the triage center. The DDI Contractor will analyze the type and frequency of these calls, and will trigger appropriate improvements to reduce the volume of such calls.

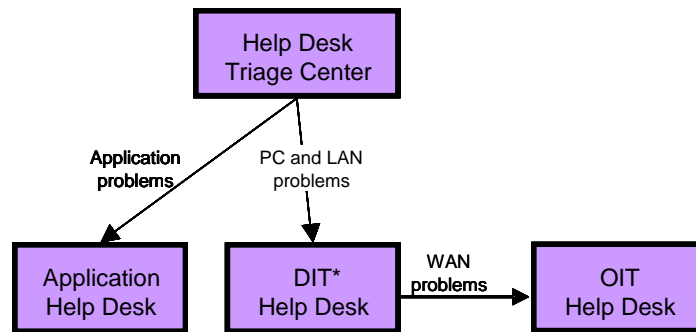


Diagram 3.2.18 – Help Desk

\*Division of Information Technology

The Help Desk Triage Center may refer application-related problems to the application help desk. PC and LAN problems will be referred to the existing DIT help desk, which handles hardware, software (but not application) and network problems. Application problem reports will be logged, examined, and escalated to the testing arena, if appropriate.

WAN problems will be referred to the existing OIT help desk.

DIT is the liaison with OIT. All PC, LAN, WAN, software, OS, or e-mail questions and problems go directly to DIT, and then DIT will contact OIT if appropriate.

The DDI Contractor shall assist the State to formalize processes and implement Tivoli help desk software across the Help Desk Triage Center, application help desk, DIT help desk, and OIT help desk. The DDI Contractor shall assist DIT in incorporating current needs for help desk software into Tivoli. DIT staff shall be trained to use the Tivoli product by the DDI Contractor. To assist in this capacity, the DDI Contractor shall:

- Develop and implement an application Help Desk plan
- Ensure that each NJ SUCCESS problem's current location, status, and resolution is tracked and is accessible from each help desk
- Build and maintain a documented Help Desk Knowledge Base Facility to:
  - Allow help desk staff to look up common or previously reported issues, symptoms, error messages, and their resolutions
  - Analyze the frequency of NJ SUCCESS problem types and resolution times
- Create a "voice alarm" capability to inform callers of major problems before the call is answered and logged (for example, "We are currently repairing a node of the network that is not functioning. This problem is affecting connectivity in the Freehold and Toms River Office Adjudication Centers and One Stop locations. We are expecting the repairs to take until approximately 3 pm. If you are calling from another office, please stay on the line.")

Beyond the staff needed to build and support the application Help Desk Knowledge Base Facility, the DDI Contractor shall provide a trained staff of 3 total for the triage center and application help desk, from the beginning of User Acceptance Test to end of the third month of statewide implementation. State staff will supplement the triage help desk during its initial months, and must be trained by the DDI Contractor to assume full responsibility.

The DDI Contractor shall recommend problem escalation and timing processes as part of the overall Help Desk plan.

DDI Contractor tasks:

- Develop and implement Help Desk plan
- Build and maintain the Help Desk Knowledge Base Facility
- Modify and implement problem tracking, researching, and resolution software
- Create the voice alarm capability
- Staff the help desk as described
- Train State technical staff to operate the help desk
- Assist the State to plan and establish the help desk

DDI Contractor deliverables:

- 55. Help Desk Plan
- 56. Operational Help Desk

### 3.2.19 PILOT IMPLEMENTATION

The Pilot Implementation will be the first live production use of NJ SUCCESS by a small group of staff, claimants, and employers. The Pilot Phase will use the production environment at NJLWD created by the DDI Contractor and State staff.

The Pilot Phase is expected to last two months. The first month of the Pilot implementation will consist of processing new and additional claims for claimants and continued claims in one zip code chosen by the State, near Trenton. If this is deemed successful by the State, the second month of the Pilot Implementation will proceed with the processing of new claims for claimants in five additional zip codes chosen by the State, across regions. It is required that all modules of NJ SUCCESS be completed, tested and accepted before Pilot Implementation.

The DDI contractor must make improvements and correct errors, with the continued assistance of the State technical staff who participated in earlier tasks.

At the conclusion of the second month of Pilot Implementation, the DDI Contractor must prepare a Pilot Operations Report that certifies whether the system is ready for statewide implementation.

Prior to the Pilot, the DDI Contractor must establish a production environment and system instance at OIT. At the end of the Pilot and over a weekend, the DDI Contractor must move the production software and data from the NJLWD production environment to the OIT production environment.

The State may modify the time period for the Pilot phase based on the problems and issues identified during this phase.

DDI Contractor Tasks (prior to Pilot Implementation):

- Assist the State in establishing the production NJ SUCCESS environment at OIT
- Resolve all outstanding significant and medium impact system problems

DDI Contractor Tasks (during Pilot Implementation):

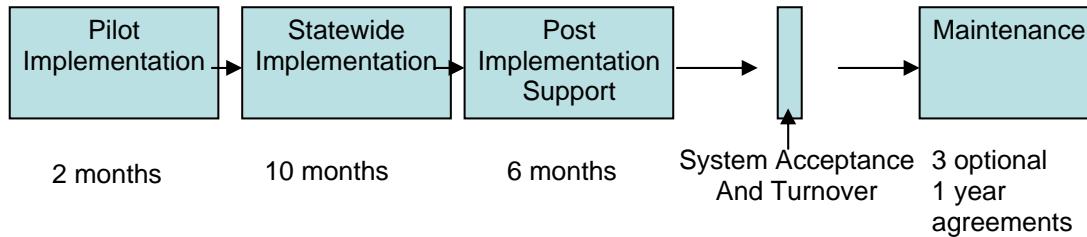
- Monitor system operations
- Correct and retest all significant and medium impact system errors
- Perform benchmark tests (to include network tests and quantified and approved response times)
- Perform any system tuning necessary based upon the results of the benchmark test
- Provide system support, help desk support, and system maintenance
- Move the test environment and system instance to OIT at the end of Pilot

- Move the production environment and system instance to OIT at the end of Pilot

DDI Contractor deliverables:

57. Pilot Operations Report
58. Production system environment at OIT

### Implementation and Maintenance Timeframes



### 3.2.20 STATEWIDE IMPLEMENTATION

Following successful Pilot Implementation as judged by the State, the DDI Contractor shall implement NJ SUCCESS statewide.

The DDI Contractor shall develop a Statewide Implementation Plan. The State proposes that each month the DDI Contractor shall implement all the zip codes related to two or three One Stop Offices. The DDI Contractor shall complete one region (northern, central, or southern) before starting the next region. Prior to the Pilot Implementation, the State shall provide the DDI Contractor with a matrix that relates the zip codes to One Stop Offices and regions. The implementation of interstate claims and transferring of NJ wages functionality shall be included. The duration of Statewide Implementation shall be ten months.

The DDI Contractor must ensure the training plan is aligned with the implementation plan.

As the implementation progresses, the DDI Contractor must report to the State potential areas for improvement to the rollout processes, and the State may direct the DDI Contractor to undertake specific improvements. The DDI contractor must make improvements and correct errors, with the continued assistance of the State technical staff who participated in earlier tasks.

The DDI Contractor must monitor and report bi-weekly on system performance. At the conclusion of implementation and again at the end of the contract, the DDI Contractor must certify that the system is fully implemented and operational.

DDI Contractor tasks:

- Develop and execute the Statewide Implementation Plan
- Monitor system operations
- Correct and retest all significant and medium impact system errors
- Perform operational tests (to include network tests and quantified and approved response times)
- Perform any system tuning necessary based upon the results of the operational test
- Track changes with version control software
- Provide system support, help desk support, and system maintenance

DDI Contractor deliverables:

59. Statewide Implementation Plan
60. Statewide Implementation

### 3.2.21 POST-IMPLEMENTATION SUPPORT

The DDI Contractor shall provide post-implementation support and maintenance to the State, with the eventual goal of the State assuming all support and maintenance responsibility for NJ SUCCESS. The post-implementation support shall begin after all offices are operational.

During the post-implementation phase (6 months), the DDI Contractor, with the continued assistance of the State technical staff who participated in earlier tasks, shall support, maintain, performance tune, fix bugs and enhance NJ SUCCESS. The State will take up to 2 months to document all existing/remaining system problems. The DDI Contractor shall have 4 months after receiving this document to reconcile these system problems.

During the post-implementation phase, the DDI Contractor must develop the Turnover Plan. The goal of the Turnover Plan is to support a smooth transition of programs, knowledge, data and procedures for operation by the State. The Turnover Plan will include:

- Turnover schedule
- Help desk turnover plan
- Current documentation and training curriculum
- Inventory of all work in progress
- Inventory of all equipment and software to be turned over.

The DDI Contractor must resource this phase, to the extent possible, with staff that have participated in the development and implementation of NJ SUCCESS, i.e., if such staff still work for the DDI contractor, they must be assigned to this project. The DDI Contractor personnel must be acceptable to the State.

DDI Contractor tasks:

- Resolve any issues/problems related to the project deliverables
- Resolve any outstanding system problems
- Develop Turnover Plan

DDI Contractor deliverables:

- 61. Turnover Plan

### **3.2.22 SYSTEM ACCEPTANCE**

System Acceptance will occur at the end of the post-implementation phase. When the system has been accepted, the DDI Contractor shall implement out the turnover plan.

NJLWD will agree to accept the system when the following criteria have been met to its satisfaction:

1. The delivered source software is installed on appropriately configured hardware, with no errors and no warnings for 30 days after the final version has been installed.
2. The system passes the System Test plan, the Quality Assurance test plan, and the User Acceptance test plan as agreed to by the DDI Contractor, NJLWD and OIT.
3. The system, including all peripherals purchased from or through the contractor, is fully operational at all sites.
4. The documentation, source code and training manuals are considered acceptable to NJLWD and OIT.
5. All deliverables have passed technical and quality reviews.
6. The contractor has successfully completed all training and turnover requirements of this RFP.
7. All specifications of this RFP have been met.

DDI Contractor tasks:

- Maintain the system problem database
- Resolve any issues/problems related to the project deliverables
- Resolve any outstanding system problems
- Implement the Turnover Plan

DDI Contractor deliverables:

- 62. Turnover of NJ SUCCESS

### **3.2.23 SYSTEM MAINTENANCE SUPPORT**

The DDI Contractor must provide in its proposal costing information related to providing three optional 1 year maintenance agreements. System Maintenance Support in this context includes onsite problem identification and resolution, as well as the onsite analysis, design, development, testing, and implementation of enhancements.

System maintenance support pertains to the maintenance and support of the NJ SUCCESS application and the integration of all of the elements which comprise NJ SUCCESS. The warranty, maintenance and support of hardware and software purchased through the DDI Contractor via Price Sheet 7 are discussed separately in Section 3.3.22.

The DDI Contractor must make every effort to respond to emergency requests, such as major system component failure, within one hour. The DDI Contractor shall cooperate with NJLWD personnel, OIT and communications system suppliers to diagnose and correct equipment/software malfunctions. The DDI Contractor shall, when requested by NJLWD, coordinate diagnostic testing efforts involving other vendors, and will accept direction from other vendors' personnel in carrying out diagnostic testing of equipment/software malfunctions, if they interact with that vendor's products.

The DDI Contractor shall develop a Release Plan. Problem fixes, enhancements, and other upgrades must be grouped into scheduled, regular releases of the system. These releases will undergo unit, system, quality assurance, and user acceptance testing.

At least one month prior to the beginning of a system maintenance support agreement, the State will notify the DDI Contractor whether the State will opt for maintenance for the following year, and will work with the DDI Contractor to determine the number and type of DDI Contractor staff necessary for these phases. The DDI Contractor must resource these phases, to the extent possible, with staff that have participated in the development and implementation of NJ SUCCESS and are acceptable to the State, i.e., if such staff work for the contractor, they must be assigned to this project.

DDI Contractor tasks:

- Maintain the system problem database
- Assist the State in identifying and prioritizing problems and enhancements
- Create a plan of scheduled, regular new releases of the system
- Resolve any issues/problems related to the project deliverables
- Resolve any outstanding system problems

DDI Contractor deliverables:

63. New Release Plan

### 3.2.24 DISASTER RECOVERY SITE

The DDI Contractor shall establish, test, and fully implement a disaster recovery site for NJ SUCCESS.

While NJ SUCCESS is under development, the DDI Contractor's disaster recovery planning must provide for recovery such that all project timeframes are maintained.

DDI Contractor tasks:

- Revise the architecture and pricing for the NJ SUCCESS disaster recovery site based on the findings developed while assisting the State in modifying the OARS disaster recovery plan
- Conduct testing of the disaster recovery plan
- Document the results of the disaster recovery plan
- Provide turnover training to State staff

DDI Contractor deliverables:

64. Disaster recovery environment and site

## 3.3 TECHNICAL ENVIRONMENT

This section describes the technical environment for the NJ SUCCESS System including technical requirements, standards and preferences. The technical components of the new system are enumerated as well as

recommended hardware and software. NJ SUCCESS will be a comprehensive system that encompasses all UI business functions and the technologies needed to support these business functions.

General technical objectives of the State's UI Modernization effort include:

- Insulate the business logic from the technology, providing an effective environment for keeping current with technology without significant impact on the business
- Use an object-oriented methodology, preferably Rational Unified Process (RUP), for system development and maintenance
- Provide browser-based technology for presentation and update capability
- Utilize a relational data model consistent with Third Normal Form, but optimized for efficiency
- Provide 24x7 availability for public access
- Design modular system components for deployment in an n-tier architecture
- Build a technical infrastructure that provides for operational reliability and ease of application support by State personnel, since NJ SUCCESS will be a mission critical application, yet may require rapid change due to legislative initiatives
- Develop NJ SUCCESS to easily integrate with other State systems and allow the exchange of information across geographical, technical and organizational boundaries
- Integrate imaging and document management of incoming and outgoing documents and workflow management
- Provide advanced automatic call distribution (ACD)
- Provide Interactive Voice Response (IVR) capability

The new system will offer flexibility for claimants and employers. For example, claimants may file for claims over the web, by phone or in person. All users will have their preferred method of communication (phone, email, or postal mail). All paper documents will be scanned and attached to claimant or employer electronic case files.

The State desires a comprehensive fully integrated NJ SUCCESS that makes the best use of current technology. The System needs to integrate the following components: Oracle database for the Operational Data Store (ODS), J2EE platform, imaging and document management, telephony, workflow, business rules engine, digital recording, eForms, unified messaging, data warehouse/data marts, ETL and business intelligence.

NJ SUCCESS shall operate on the Garden State Network administered by the New Jersey Office of Information Technology (OIT). Both internal users (such as UI workers) and external users (such as claimants and employers) will access the system. See Section 1.2.2, Background for Claims Activity.

The DDI Contractor shall use existing State IT components in the NJ SUCCESS solution. This section describes the required and preferred technical environment for NJ SUCCESS. Based on the information provided in this section, the DDI Contractor shall identify any additional requirements not supported by the Department's standards but required to satisfactorily support the proposed solution and required performance criteria.



### 3.3.1 STATE TECHNOLOGY EXPERTISE, REQUIREMENTS AND PREFERENCES

The following table lists the all technologies which NJ SUCCESS will require.

**Table 3.3.1.1 – Required Technologies**

<b>Technology Module</b>
<b>Operating Systems</b>
<b>OS Cluster</b>
<b>Web front end</b>
<b>Portal Services</b>
<b>Content Management</b>
<b>Search Engine</b>
<b>E-forms/ Form Server</b>
<b>Unified Messaging</b>
<b>Telephony (IVR)</b>
<b>Workflow</b>
<b>Case Management</b>
<b>Security Directory</b>
<b>Security Authentication</b>
<b>Business Rules Engine</b>
<b>Imaging &amp; Document Management</b>
<b>Speech Digital Recording</b>
<b>Video Conferencing</b>
<b>Production Report Generation</b>
<b>Business Intelligence, ad hoc reports</b>
<b>Enterprise Integration</b>
<b>Email</b>
<b>ETL</b>
<b>Application Server</b>
<b>RDBMS</b>
<b>Screen Generator</b>
<b>Data warehouse, data mart, ODS</b>
<b>Enterprise Network/System Management</b>
<b>Telephony Systems Management</b>
<b>Data Modeling</b>
<b>RAS</b>
<b>Secure File Transfer</b>
<b>Enterprise integration</b>
<b>Functional &amp; Regression Testing, Test Management</b>
<b>Test script/test case generators, test drivers</b>
<b>Application Performance Testing</b>
<b>Application Performance Monitoring</b>
<b>Network Performance Testing</b>
<b>Source Configuration Control</b>
<b>Requirements Management</b>
<b>PMO, Project Life Cycle Management</b>
<b>HTML Development</b>
<b>Online help generation</b>
<b>IDE</b>
<b>DB Cluster Software</b>
<b>Problem incident reporting, tracking, and management</b>

The following table lists technologies in which the State has expertise, an installed base, and trained staff.

**Table 3.3.1.2 – Existing Expertise Technologies**

Technology Module	Existing Expertise
Operating Systems	Sun Solaris
OS Cluster	Sun Cluster
Web front end	Sun One Web Server
Portal Services	Sun One Portal Server
Content Management	FileNET, IBM, Interwoven
E-forms/ Form Server	Adobe, FileNET
Workflow	FileNET, IBM
Security Directory	LDAP compliant
Security Authentication	Sun One Dir, Identity Servers, PKI (VeriSign)
Imaging & Document Management	FileNET, IBM
Production Report Generation	Oracle Reports
Business Intelligence, ad hoc reports	Business Objects, Crystal Reports
Enterprise Integration	MQ Series, XML
Email	MS Exchange
ETL	Ascential DataStage
Application Server	J2EE Compliant Server
RDBMS	Oracle
Data warehouse, data mart, ODS	Oracle
Enterprise Network/System Management	Tivoli, CompuWare
Data Modeling	Oracle Designer, ERwin
RAS	ESRI
Secure File Transfer	Connect:Direct, FTP, SFT (home grown)
Enterprise Application Integration	IBM Host to Web, CICS, MQ Series, XML Gateway, DB Connect
Test script/test case generators, test drivers	Rational Robot
Application Performance Testing	CompuWare Vantage Suite
Application Performance Monitoring	CompuWare Vantage Suite
Network Performance Testing	CompuWare Vantage Suite
Requirements Management	Rational, Analyst Studio
PMO, Project Life Cycle Management	Analyst Studio
HTML Development	JBUILDER
IDE	JBUILDER
DB Cluster Software	Oracle RAC

The following table depicts the technologies in which the State has standards and/or requirements.

**Table 3.3.1.3 – Technology Standards and Requirements**

Technology Module	Standard	Requirement
Operating Systems	UNIX	√
Security Directory	LDAP compliant	√
Application Server	J2EE compliant	√
RDBMS	Oracle	√

There are three appendices that further document the current environment: Appendix T, IT PC and Laptop Configuration; Appendix U, Network and Internet Usage Policy; and Appendix V, NJ Shared IT Architecture.

### 3.3.2 APPLICATION ARCHITECTURE

NJ SUCCESS will be a comprehensive system incorporating many technologies including web, imaging and document management; content management; e-forms; unified messaging; middleware; workflow; telephony

(IVR); a business rules engine; and database management. The architecture will be modular and seamlessly integrated with the core functionality of NJ SUCCESS. Any changes in modules will be implemented through changes of configuration rather than programming changes. The architecture is depicted in the layers as described below.



**Diagram 3.3.2 – Planned Architecture**

See Appendix D, Technical Architecture, for more details on NJ SUCCESS technical architecture

General Capabilities

- The solution shall be browser-based, cluster-enabled and seamlessly integrated, thus enabling faster deployment of new applications and providing a robust and scalable environment.
- The solution shall offer the external user multiple choices for interacting with the system: through the web, voice, email, or manually through mailed in forms.
- The solution shall be designed with various views or access methodologies depending on the type of customer. Claimants will be able to file new, additional or continued claims for benefits over the public Internet 24 hours per day, seven days per week. It is envisioned that during normal business hours claimants will be able to talk or chat online with a claims agent. These agents work in one of three call centers located in north, central and south New Jersey. After normal business hours, claimants will be able to send an email or voice message to an agent for action on the next business day.
- The solution must adhere to the State’s required 3-tier or n-tier architecture for distributed applications and related standards and technologies. The public tier contains web servers, the secure tier contains application servers, and the private tier contains database servers. Each tier must be separated by a firewall and can communicate only to an adjacent tier. All three tiers must be scalable vertically and horizontally, as well as scalable for seasonal load balancing. Each tier must be clustered with automatic failover capabilities so that no single point of failure exists. Refer to <http://www.State.nj.us/it/policies.html>.
- The solution shall include content management capabilities for the UI portal and it shall provide efficient search capabilities. See Section 3.3.5.

- Document management functionality shall be fully supported. It shall track images, word documents, digital recordings, electronic forms, etc. See Section 3.3.3.
- The system shall incorporate a Business Rules Engine. This capability shall provide flexibility for easy maintenance as business rules change. See Section 3.3.9.
- The solution shall incorporate e-forms capability. This capability shall incorporate an integrated web-based platform to easily design, manage and process electronic forms. See Section 3.3.10.
- The solution shall support an effective approach to printing large volumes of checks and forms. See Section 3.3.13.
- The solution shall be designed in a manner that supports ease of maintenance thereby providing responsiveness to changing business needs.
- The solution shall make effective use of new methods of communication involving asynchronous processing together with advanced standards and protocols, allowing for the ease of integration of applications and application services.
- The solution shall make effective use of reusable components in order to improve flexibility, scalability and extensibility of applications.
- The system shall utilize an Oracle operational data store (ODS) as its transactional database, a data warehouse, and data marts. See Section 3.2.7.
- All modifications of data on the database shall be date/time stamped along with an identifier of what physical terminal device or PC made the modification and what logical user-id performed the modification.

#### Technical Environments

There shall be seven different system environments to be created and maintained by the DDI Contractor during this contract: design/development, test, QA, training, production (2), and disaster recovery. Five of the environments shall be built and maintained at the NJLWD facilities: design/development, test, QA, training, and production for the pilot phase. One of the environments (production for the Statewide implementation) shall be located at OIT facilities. The training environment shall be established at NJLWD and later moved to OIT. During the Pilot phase, the DDI Contractor shall establish the production environment at OIT. The production environment consists of a duplicate hardware platform built at OIT and shall be used for production after pilot implementation. At the completion of the Pilot phase (over a weekend), the DDI Contractor shall migrate the production system and data to the OIT production system. Once the migration of the production system to OIT is accepted by the State, the DDI Contractor shall assist State personnel from OIT in maintaining the production system.

The DDI Contractor shall provide specifications for each of these environments. At least four of the environments (production for pilot, production for statewide implementation, test and QA) shall be identical.

#### Connectivity

All components of NJ SUCCESS shall interconnect through the standard TCP/IP protocol.

#### Reusability

Reusable software components are the building blocks that make a system able to respond quickly to change. The Department supports the use of reusable components in application development. However, the DDI Contractor must be careful in its use and ensure that components originally designed for business processes on local high speed LANs are appropriate for reuse for self service business processes over the public Internet through dial-up lines. To achieve the benefits of sharing and reusing components, the solution must include:

- A methodology incorporating reusability

- Documentation for each component, including a well defined set of input and output parameters for each interface option provided.
- A library, or repository, of information about reusable components
- Integrated error and exception handling capabilities.
- Appropriate testing and monitoring to ensure that reusable modules meet performance standards

### Source Code

Source code provided by the DDI Contractor shall be deployed to the State's source control system, and the DDI Contractor shall update it with every new module or function, or changes to existing modules or functions. No source code will be accepted without related documentation (see Section 3.2.13). Submission of new source code or major updates of existing source code will be considered project deliverables. The source code for any software (be it the customized line-of-business application code, middleware, code generator, specialized I/O routine, or any similar or related item) that is custom developed by the DDI Contractor for NJ SUCCESS will be delivered to the State prior to system acceptance. Source code for linkages to and from the system similarly must be provided to the State.

### System Messaging

The State uses messaging in the form of:

- WebSphere MQ (formerly MQ Series)
- Java Message Service (JMS)
- Message Driven Beans

### PDF and XML

The solution shall support the use of Adobe Acrobat Portable Document Format (PDF) for non-editable electronic documents. The solution shall also support the use of eXtensible Markup Language (XML) and XML-based style sheets (XSL) when capturing or authoring document content that requires further automated processing by other information systems and web-based customers using standard XML browsers.

### User Interface Guidelines

The following user interface guidelines shall be incorporated into the DDI Contractor's approach:

- Overall Application Look and Feel – The system must be a fully integrated, browser-based system. For internal users, the State uses a standard browser (IE 6.0), while for external users the DDI Contractor must accommodate the wide variety of different types of browsers, versions and connection rates. External users must experience a reasonable response time over a slow dial-up connection (28.8 kb line) and the system must support older versions of browsers beginning with IE Version that is two releases prior to current release, as well as older versions of MS Windows beginning with Windows 98.
- Minimization Standards – Since users will be using other applications outside of the new system, the Line of Business (LOB) application must be able to be minimized. When minimizing the LOB application, all “children” windows or panels of the LOB must also be minimized.
- Accessibility Standards - All Internet/Intranet solutions must be in compliance with Level 2 of the W3C Accessibility Guidelines, which can be found at <http://www.w3.org/TR/2002/REC-UAAG10-20021217/> and must comply with the accessibility standards for electronic and information technology under Section 508 of the Rehabilitation Act. Both English and Spanish language versions must be available.
- Portal Technology – This must allow a customer to register for the NJ SUCCESS Portal. Once authenticated, a personalized portal shall present the claimant with portlets or channels of information such as total benefits in his or her claim, benefits paid to date, periods of ineligibility or disqualification, upcoming appointments, job openings matching the claimants listed job code(s), important announcements and other specific types of custom information. Employers shall also access NJ SUCCESS over the Internet to review information related to claimants filing claims against them, to provide information to claims agents, to file appeals, review wage data and to review charges against their account. Portal technology shall provide employers with channels of information specific to their

account. Portal technology must adhere to the JSR 168 standard, and once developed must be in compliance with WSRP producer guidelines.

### Open Standards

The State requires a system that is flexible, and adherence to open standards is a key ingredient to flexibility. As key system components are enhanced or replaced (e.g., middleware), it is important for the DDI Contractor's solution to support interoperable components, without forcing custom, proprietary design complications. To address how standards issues can be minimized within the new solution, the solution must:

- Adhere to open standards within the proposed solution, across each of the main component areas (i.e., platform, database and middleware). Sample standards-based components include COM, CORBA, EJB, ANSI SQL, etc.
- Assure compliance to the Health Insurance Portability and Accountability Act (HIPAA) related to DDU transactions.

### Access

The solution must not include any software or hardware locks, traps, dongle keys, or similar measures that would in any way deny the State full and complete access to the system.

### **3.3.3 DOCUMENT MANAGEMENT AND IMAGING**

One of the key features of the new NJ SUCCESS System is the use of scanned documentation as an integrated feature within the application. The integrated application shall include centralized document management and imaging, workflow, and Computer Output to Laser Disk (COLD) technologies. As stated previously, NJ SUCCESS is a comprehensive integrated system with all components linked to a master claimant or employer electronic case file. Scanned images, digitally recorded hearings and faxed documents must all be linked to the appropriate claimant electronic case file. Accessing a claimant's record by social security number shall allow the agent to see the complete picture of the claimant and all objects linked to the claimant's record.

Imaging and workflow solutions shall be seamlessly integrated with NJ SUCCESS. For example, this may include application integration such that a user could easily, through a button or control on the SUCCESS user interface, view "related document images" applicable to the business function in which they are working. Also, via application integration, a user could easily, within the context of their SUCCESS application, invoke an external process to save or index a document to the preferred document library. Integration with imaging, document management and workflow shall allow for complete integration with other related processes, including internal and external email, inbound and outbound fax messaging, documents in electronic form uploaded from the Internet, etc. The State prefers integration based on unified messaging combining all possible channels of data and image submission to the system. The State desires to accomplish these goals with as much standard "off-the-shelf" technology and software as possible.

The Document Management and Imaging System provided by the DDI Contractor shall offer the same performance as the NJ SUCCESS application and provide enough capacity for the storage and archiving of the images (using a different standard for internal and external users as described in the Performance Section, 3.3.18).

The State requires all incoming documents of predefined types to be scanned, indexed and appended to the correct claim or person. It shall be the DDI Contractor's responsibility to define and set up indexes for the different types of documents to be stored and retrieved in the Document Management System. Every new image shall trigger the next step of the workflow (either NJ SUCCESS workflow based on the UI business rules or Imaging System workflow). The State prefers advanced technologies used in modern imaging platforms in order to automate document processing. The DDI Contractor must fine-tune the system in order to increase the recognition rate. The DDI Contractor shall redesign the layout of the forms to be scanned in order to make them more readable by bar coding, OCR and other engines (if appropriate). The DDI Contractor shall create web forms and design the system in such a way that the same business logic shall be triggered while processing paper-based or web-based forms. The Document Management and Imaging System shall store outbound documents. When NJ SUCCESS generates an outbound document (not necessarily in a paper form) it shall be indexed,

attached to the correct case or person, stored in the system and made available for later retrieval. When database changes take place in the NJ SUCCESS application, such as merging, splitting, or deleting accounts, the corresponding changes shall be reflected in the Document Management and Imaging System. When a user retrieves the image(s) which belong to the examined case, the system must not only show the image but retrieve (or generate) the index data and pre-populate the fields on the current application screen.

Additional functionality requirements for the Document Management, Imaging and Workflow System are:

- Ability to have “returned mail” or incoming correspondence as one of the imaging document types and to trigger a returned mail workflow process for processing, investigation, correction, etc.
- Ability to produce forms / letters online and have those items queued for batch processing. Ability to consolidate cases where a person gets multiple documents in the same day. After consolidation, these documents shall be printed in batch mode, a copy shall automatically be updated in the existing imaging system, and the line-of-business document-tracking log shall be automatically updated. These documents shall be printed, folded, and inserted in windowed or non-windowed envelopes (with printing on envelope as appropriate) and sorted in zip code + 4 order, with barcodes for cost effective postage rates.
- Retention of the images for a period of seven years with subsequent archival. After an image is archived, it shall be available for the business users to retrieve.
- Bar coding on all documents

The State will be following a phased implementation of Document Management, Imaging and Workflow. It will be designed, installed and configured one year prior to the NJ SUCCESS Pilot phase, in order to facilitate the conversion and increase the readiness of State staff for NJ SUCCESS.

When the standalone Document Management, Imaging and Workflow System has been implemented successfully, the State will start scanning incoming documents and allow retrieval for its business users. The DDI Contractor shall perform adjustments and make corrections to the system during this time frame.

The DDI Contractor shall seamlessly integrate the Document Management, Imaging and Workflow System with the NJ SUCCESS web-based system during the implementation of NJ SUCCESS.

### 3.3.4 WORKFLOW MANAGEMENT

In addition to the capabilities described in Section 3.3.2, for integrated Document Management, Imaging and Workflow, the following capabilities are required for workflow. Refer to the Use Cases in Appendix R for the context of these capabilities.

- Ability to set up, change, track and cancel workflows
  - Workflows consist of task assignments to personnel, data required, and documents for collaboration, review and approval.
  - Ability to determine a path on the workflow or work queue depending on the results of applying a business rule.
  - Ability to track changes to workflows and documents.
  - Ability to delegate work tasks in a flow either automatically, or requiring manual intervention for delegation of tasks, based on the type of work queue. (For example, claims examiner, Appeal Tribunal, and Board of Review all have different rules for task delegation.)
  - Provide ability to prioritize work queues.
- Send workflows, consisting of tasks and documents, based on business rules
  - Track persons on the workflow for tasks and document possession.
  - Ability to reassign documents and assignments to another specified person.
  - Ability to cancel tasks within the workflow.
  - Ability to request status of the workflow (process, person, data required, etc.).
  - Ability to choose a task to work on from the work queue.
  - Send documents and tasks to specified parties based on predefined work rules as well as ad hoc actions.
  - Ability to send a specified number of tasks from a master work queue to individual work queues in a cluster of tasks. There shall be the ability to supply the individual work queues one task at a

- time as a default. When the individual task has been completed, then the master work queue can automatically assign a new task to the individual work queue. An authorized individual may choose to prevent more tasks from entering the work queue for a given period of time. An individual may also choose to be assigned a new task even while working on an existing task.
- Ability in the workflow to send back a task and documents to the originator of the task, such as “remanding” an appeal back to the Deputy UI Director if there are any major issues.
  - Integrate with word processing, Excel, ODS, images and document management
    - Ability to review documents from a step in the workflow.
    - Ability to create, edit or remove documents within a step in a workflow.
    - Ability to route tasks and documents to a specific work queue based on type of completed form received.
    - Ability to access data from a workflow step and apply it to a document.
    - Allow annotation of documents during the review process without allowing editing of the document. Ability to view the annotations of other individuals.
    - Allow approvals of documents on the workflow.
    - Allow integration with word processing, Excel, etc.
  - Track various date fields, and generate actions based on these dates
    - Present internal UI users with a work list of tasks to be completed by due date.
    - Send e-mail reminders and notifications to internal personnel as well as external interested parties.
    - Integration with e-mail system.
    - Set default due dates for tasks.
    - Alert user of work due or about to become due.
    - Alert supervisors on overdue tasks.

### 3.3.5 CONTENT MANAGEMENT

The DDI Contractor shall provide Content Management capability as part of the integrated NJ SUCCESS solution. Content Management Solutions store content in a database separately from the templates that control its appearance, so content can be updated or reused in various contexts without anyone touching the HTML or XML.

The Content Management solution shall provide the following technical features:

- Allow the State and DDI Contractor to separate design and content
- Allow redesigning components of the NJ SUCCESS web site by changing templates
- Allow end-users to contribute content through web forms
- Workflow process to hold status information about the submitted content as part of an approval process
- Enable multi-level logic for approval process
- Categorize information (useful for personalized content delivery).

### 3.3.6 SEARCH ENGINE

The DDI Contractor shall provide an off-the-shelf Search Engine capability as part of the integrated NJ SUCCESS solution.

The Search Engine solution shall provide the following technical features:

- Fast and easy setup
- Advanced site search capability
- Reports to track visitors' searches
- Complete customization
- Scheduled re-indexing
- Optional web search engine
- Automatic site-map
- Automatic “what's new” list
- Content monitoring
- Ease of use
- No fixed page limit.



### 3.3.7 CASE MANAGEMENT

The DDI Contractor shall provide Case Management capability as part of the integrated NJ SUCCESS solution. Case Management is one of the key components of NJ SUCCESS. This capability will provide the following benefits to the State:

- All customer data and history in one place
- Faster response to customer inquiries
- Increased efficiency through automation
- Deeper understanding of customers
- Increased service opportunities
- Identifying customers groups and trends
- Receiving customer feedback that leads to new and improved products or services
- Obtaining information that can be shared with business partners.

The State defines all of the data related to a claim as a case.

The DDI Contractor's solution to Case Management shall provide the following technical features:

- Tie all related claim data into a unique case
- Tie all related cases to a specific claimant
- Tie all related cases to a specific employer
- Based upon security privileges, allowing NJLWD employees access to all data related to a:
  - Case
  - Claimant
  - Employer
- Allow NJLWD employees to enter remarks or annotations related to a case.

### 3.3.8 TELEPHONY (IVR)

The DDI Contractor shall provide a Telephony solution as part of the integrated NJ SUCCESS solution. Customer choice is an important objective of NJ SUCCESS. Claimants may elect to file their new and/or continued claim for benefits using telephone or voice technology, in addition to mail or e-mail. The department has three call centers currently handling voice initial and continued claims and inquiries. The call centers are located in north, central and south New Jersey and are staffed with employees from those geographical areas. These call centers shall remain in operation under NJ SUCCESS; however, the voice technology supporting the call centers such as switches, IVRs, and ACDs, etc., shall be replaced as part of the new technology for NJ SUCCESS. Calls may be routed to other operational areas within NJLWD via the telephony system. While the three call centers will remain, they must function as one virtual call center. Claimants will dial a local number for all voice transactions and inquiries. Calls shall be routed to the next available agent capable of handling the specific call regardless of the caller's location. These three call centers are connected to the State network with high-speed ATM lines and serve as hubs or concentrators for the Department's Wide Area Network (see network diagram in Appendix V). Each of the local sites ties into the State network through one of the three call centers.

The Virtual Call Center (VCC) environment shall allow the three centers to appear as one to the customer. The VCC will:

- Allow customers to call a single local number (local to the New Jersey customer)
- Use a toll-free number for out-of-state residents
- Route the local or toll-free call to a triage center in Trenton, New Jersey
- Allow the UI claim triage center in Trenton, New Jersey to direct the customer's call to one of three call centers for claim filing, bi-weekly recertification, or claim inquiry.

The call management software to support the VCC shall ensure consistent call handling and equitable workload balancing for call center agents. The State anticipates the VCC environment will reduce customer telephone costs; save on network costs; optimize existing resources; ensure consistent, reliable call handling; and equalize enterprise-wide call volume across multiple sites. The VCC will provide the ability to deliver best possible service and utilize all call center resources wisely and cost-effectively.

The State currently has multiple UI-related business applications that use mainframe, web-based and Interactive Voice Response (IVR) technology. NJ SUCCESS shall merge the business logic for these applications into one code base (NJ SUCCESS) to run on the modern J2EE platform. NJ SUCCESS shall be built upon an agency-wide voice/web convergence strategy.

The first step in web and IVR integration shall be to merge the IVR and Web Initial Claim Modules. The Initial Claim Web Module shall allow some claimants to complete their Initial Claims totally unassisted. The Voice/Web integration shall combine the Web and IVR logic, and result in some IVR Initial Claims being completed totally unassisted. The same approach shall be extended to continued claims and other UI functions. The State requires the use of VoiceXML for the seamless integration of IVR and Web applications, with the goal of keeping the application business logic only in the web module and reusing it from the multiple channels of the claim submission. An important consideration of the new IVR implementation process is the use of voice recognition in the IVR application. If it proves to be effective, this will allow claimants to provide information that the State cannot currently gather in an IVR (e.g., claimant name and address, employer name and address).

Another advantage of the convergence strategy is the ability for both modules to send issue-specific questionnaires when barriers or issues are identified in the claims-taking process. Claimants filing over the web shall be given an option to complete their questionnaires at the time of filing their original claim. If not completed over the web, the questionnaires shall be mailed to claimants. The IVR must ask the claimants questions to determine which questionnaires need to be mailed. The questionnaires must be designed for scanning, indexing, and inclusion in the workflow process.

The new voice platform must address the following needs:

- Handling initial and continued claims by phone
- Inquiry by phone
- Self scheduling
- Self administration of account, where possible
- Digital recording
- VXML.

The telephony solution shall include the following features:

- Centralized IVR and virtual call center system using the same database (ODS) as the NJ SUCCESS application
- One networked Virtual Call Center
- Seamless integration with the web functionality through VoiceXML, keeping reusable business logic only as part of the web application
- Set of design and development tools for the creation and integration of voice applications
- IVR workstation-based simulator application to assist with creation, debugging, and testing of IVR scripts
- Multiple methods of communication with all customers. The application will enable the receipt of information through one channel (for example IVR), and communication back to the customer through the preferred communication method. The preferred method of communication, for example email, shall be determined by the customer and defined in the individual profile.
- Voice recognition for the automatic collection of standard data (address, name, etc.) and potentially for fraud prevention
- Advanced features like predictive dialing (e.g., IVR will call a claimant with a customized message reminding about appointments, requesting more data, etc.)
- Digital recording indexed and tied to the correct person or claim – integration with the document management system
- Voice mail records handled in a similar manner to digital recording
- Multiple language capability, initially English and Spanish, but allowing for additional languages later.

- Voice Over Internet Protocol (VOIP) when feasible, provided it can be supported with the available network bandwidth and any other infrastructure limitations
- Advanced automatic call distribution (ACD) systems at a central location allowing call routing to each of the physical sites that are part of the “virtual call center” based on skills and operator load, provision of call queuing and other advanced ACD features
- Effective control and monitoring of IVR platform, providing real time information about status of all modules and notifying system administrator about problems or abnormal system behavior
- Generation of detailed reports (statistics, management, quality of service) including ad hoc reports.
- Integration with the e-mail, fax/fax on demand, calendar and scheduling modules of NJ SUCCESS
- Efficient problem resolution, including an issue submission and tracking system to facilitate problem resolution
- Virtual queue description, enabling the system to advise the caller of the wait time, allow the caller to leave their name and phone number, and place an outbound call to the caller at a later time
- Calls queued to the next available agent
- Call Management System.

The DDI Contractor shall develop scripts, programs and vectoring of calls.

The DDI Contractor shall make an assessment of the existing IVR, ACD, and Call Center modules as well as the network infrastructure needed to support Telephony, and shall recommend whether to reuse, replace, or enhance these modules. See RFP Section 3.2.5, Assessments and Specifications, for more details on this assessment.

#### **Description of the Existing IVR/Call Center Platform**

Information about the current environment, the Conversant System and the Verizon Redirect Service is contained in Appendix P, Future Telephony Structure. A diagram of the proposed environment is also in Appendix P.

Current call statistics are in Appendix N.

#### **3.3.9 BUSINESS RULES ENGINE**

The DDI Contractor shall provide a business rules engine as part of the integrated NJ SUCCESS solution.

The specific requirements are as follows:

- The rules engine must allow table changes rather than changing program code.
- The rules engine must be used for both program logic and workflows.
- The rules engine must allow the storage of the business rules in a table so that the rules, operators, constants, conditions, and events may be created and modified by UI administrators. The rules engine must be separate from the programming code.
- The rules engine must allow for the testing of conditions, which is triggered by events in the program logic and accepts data from the ODS or external data files.
- The rules engine must allow for triggering events as a result of testing conditions. The triggering events include: calling other programming modules, setting a data value and storing it in the ODS, and calling another set of business rules.
- The ability for business rules to test for issues and cause these events:
  - Flag a claim and send task automatically to specific work queue with the accompanying data.
  - Send correspondence to parties, such as claim determinations.
  - Call another process automatically, such as Payment Process, or Nonmonetary determinations.
- The rules engine must be able to be triggered by the workflow processor.
- The rules engine must have the ability to apply business rules based on the passage of time. There shall be default time requirements set in the business rules, such as number of days an application can remain in a work queue without the required information being entered. The system shall notify the examiners that the time requirement has expired.
- Ability to set time limits on business rules, such as the number of days for an appeal to be filed, and the number of days for an incomplete claim to be processed.

### 3.3.10 E-FORMS

The DDI Contractor shall provide an e-forms solution as part of the integrated NJ SUCCESS solution. E-forms technologies shall allow the State to simplify capturing information in a user-friendly manner. Forms are used widely for data capture throughout the UI business processes, and will have a large impact on efficiency. The Department currently has approximately 1,000 forms. The DDI Contractor and the State shall work together to identify those forms needed in NJ SUCCESS.

The State requires a web-based forms management solution to easily design, manage and process electronic forms. E-forms shall look like the paper forms that are familiar to customers, while capitalizing on electronic automation, XML data-sharing and enterprise security. The State requires digital signature security and user authentication, audit trails and forms tracking. Other required capabilities are as follows:

- Versioning, check-in/check-out, search and tracking of forms
- Integration with workflow
- Ability to develop a form offline and move to production
- Easy to use forms design
- Database lookups and calculations
- Intelligent forms that contain business logic/editing rules
- Forms pre-populated with claim information
- Ability to complete offline and submit when completed
- Ability to barcode as client completes the form
- Ability to use the same form regardless of how acquired/completed (whether on paper, via the web, filled out online or offline, sent through email, etc.)
- Ability to send notification to sender/receiver when received
- Validation of data entered
- Forms available to internal and external users
- Exchanges data with other applications and uses XML format. May be distributed with on-demand rendering in HTML or PDF.
- Use of open standards, including XML for data interchange and digital signature standards for authentication.

### 3.3.11 DIGITAL RECORDING

The DDI Contractor shall provide a Digital Recording solution as part of the integrated NJ SUCCESS solution. Voice technology is envisioned to play a key part of the claims adjudication and appeals processing components of NJ SUCCESS. The DDI Contractor shall implement informal and structured conferencing systems and digital recording as an integrated component of NJ SUCCESS. This conferencing software shall allow claims adjudicators to schedule informal telephone interviews with claimants, employers and other interested parties. A more structured component of the conferencing system is required for the Appeal Tribunal, a unit in the Division that conducts formal hearings on Unemployment Insurance claims disputes. In general, hearings shall be digitally recorded and stored permanently in a central location and linked as an object to the applicant's data record once it is finalized.

### 3.3.12 UNIFIED MESSAGING

The DDI Contractor shall provide a unified message solution as part of the integrated NJ SUCCESS solution. The NJ SUCCESS System requires unified messaging as a means of integrating multiple channels of communication. Unified messaging shall provide a single interface to voice, email and fax messages. Messages shall be retrieved, responded to, and managed from a touch-tone telephone, multimedia PC, or Internet connection. Users shall have the flexibility to reply to a message, regardless of the form in which it was originally created, without having to switch to a different inbox or application. Voice messages shall be retrievable and manageable with email, or email messages by phone. This technology will make it easier to respond to the multiple channels of communications offered to customers. The system shall use an intelligent approach for routing phone calls, voice messages, email messages and faxes by using user-defined categories: by type, priority, time and date.

### 3.3.13 PRINT SERVICES

The Department requires the printing of large volumes of printed output: benefit checks, forms and reports (federal, production and ad hoc). The checks and production reports are created on a nightly basis. The Federal reports are created on a weekly, monthly, quarterly, or annual basis.

On a nightly basis, the NJ SUCCESS system shall send the benefit checks and production reports to a print facility for printing and post production services.

Ad hoc reports shall be printed at local NJLWD locations.

See RFP Section 3.2.11 for more details on printing.

### 3.3.14 OPERATIONAL DATA STORE (ODS)

The definition of an ODS is “an integrated, subject-oriented, volatile, current-valued structure designed to serve operational users as they do high performance integrated processing”. For NJ SUCCESS, the ODS is the transactional database used by NJ SUCCESS and is Oracle-based. The DDI Contractor shall initially create it during the conversion process from the legacy systems one year prior to the Pilot. It will then be updated on a nightly basis from the legacy systems until the beginning of the Pilot Phase. From the Pilot Phase until full State implementation, the ODS shall receive nightly updates from the legacy systems except for that data related to those zip codes that are implemented in NJ SUCCESS (see RFP Sections 3.2.19, Pilot Implementation, and RFP Section 3.2.20, Statewide Implementation). Once NJ SUCCESS is operational, the DDI Contractor shall remove the legacy feeds to ODS and implement the daily feed from the ODS to the Data Warehouse. The DDI Contractor is responsible for properly sizing the ODS and Data Warehouse.

See RFP Section 3.2.7 for more details about the ODS.

### 3.3.15 DATA WAREHOUSE / DATA MARTS

The DDI Contractor shall build both the Data Warehouse and the Data Marts as Oracle databases. The Data Warehouse will be built largely from the ODS, but will likely include some data from additional data sources. The Data Warehouse shall be a central aggregation of data including historical data. Reporting shall not be done from the Data Warehouse, but the Data Warehouse will be a repository of data that is useful for reporting and analysis.

The DDI Contractor shall create Data Marts from the Data Warehouse to address the information and reporting needs of particular users. Queries and reports shall be produced from the Data Marts. The Data Marts shall be created during the design phase of the project after the information needs are determined. Specific details about creating and updating the Data Warehouse and Data Marts are in RFP Section 3.2.7.

### 3.3.16 SYSTEM SECURITY

The security mechanisms of NJ SUCCESS shall cover different types of security, including application, data, web site, network, and physical.

Security must protect against all external and internal threats, fraud and attacks. Data security includes the protection of sensitive customer information within the system and when communicating outside the system. Within the system, different tiers shall be isolated from each other and shall not allow access directly to the data or application deployed at the particular tier. All access shall be controlled through NJ SUCCESS.

Security management must include integrated monitoring of all tiers of the architecture, as well as complementary network security. Security must meet National Institute of Standards and Technology guidelines as detailed in NIST Special Publication 800-26 Security Self-Assessment Guide for Information Technology Systems. See <http://csrc.nsl.nist.gov/publications/nistpubs/800-26/sp800-26.pdf>.

The system must accommodate multiple forms of authentication ranging from userIDs and passwords to Public Key Infrastructure, tokens and multi-factor authentication. For example, State employees with wide-ranging administrative rights may be issued a token and/or digital certificate for authentication while a customer may be issued a userID and password. However, PKI-enabled digital signatures are not a requirement for NJ SUCCESS.

A full security audit log must be maintained. Security monitoring and audits shall be automated, and shall trigger manager notifications when action is required.

#### NJ Identity & Access Management (NJI&AM) Infrastructure

The New Jersey Identity and Access Management (NJI&AM) infrastructure, which is created and maintained by the State, shall be used to provide identity and access management services to the NJ SUCCESS system.

The State currently facilitates enterprise authentication and high-level application authorization services via the NJ State Portal (myNJ). myNJ is based on the Sun Portal Server platform (v3.x) and provides I&AM services as well as content and services aggregation, presentation, personalization, etc. The State is in the process of migrating this platform to the latest release of the Sun Portal Server (v6.x). This migration is expected to be complete by January 2005.

Once migrated, the NJ State Portal platform will consist of two physically and logically separate infrastructures: one for identity and access management (NJI&AM) and one for content and service delivery (myNJ).

The NJI&AM will use an industry standard LDAP compliant Directory Service as its data store. The DDI Contractor must work with State staff to determine and design any necessary meta-directory processes needed to provide interoperability between the State NJ&IAM and NJLWD's LDAP and Active Directory infrastructures.

The DDI Contractor shall integrate the solution with the NJI&AM infrastructure. At minimum, NJ SUCCESS shall use the NJI&AM for authentication, authorization and audit services.

The NJI&AM infrastructure (consisting of the Sun Java System Access Manager and Directory Server Enterprise Edition) will provide the following enterprise-class capabilities:

- Single Sign-On (SSO)
  - Creates a single sign-on session across heterogeneous applications, platforms, and Internet domains
  - Enforces use of authentication credentials
- Centralized Authorization Services
  - Provides centralized security policy enforcement of user entitlements, leveraging role- and rules based access control
- Federated Identity Support
  - Liberty Alliance Phase 2 (ID-WSF) and SAML 1.1 specifications compliance enable authentication and authorization across federated business networks
  - Provides interoperability across different vendor platforms that provide authentication and authorization services
- J2EE Architecture and Comprehensive application programming interfaces (APIs)
  - Employs an open, standards-based design to enable high levels of integration and customization
- Enterprise-Class Scalability and Reliability
  - Multiple load-balanced policy servers, policy agents, and directory instances to provide high availability and failover capabilities, eliminating any single point of failure
- Real-Time Audit
  - Provides up-to-the-minute auditing of all authentication attempts, authorizations, and changes made.

The NJI&AM infrastructure supports the following security standards:

- Java Authentication and Authorization Service
- Kerberos
- Liberty Alliance Phase 2 (Identity-based Web Services Framework (ID-WSF))
- Online Certificate Status Protocol (OCSP)
- SAML 1.1 Specification
- SOAP (Simple Object Access Protocol) 1.1

- SPML (Service Provisioning Markup Language)
- SSL (Secure Sockets Layer)
- XML Digital Signature
- XML Encryption.

The NJI&AM infrastructure provides agent-based protection for most industry standard web and application servers including:

- Sun Java System Web Server
- Sun Java System Application Server
- Apache Web Server
- BEA WebLogic Application Server
- IBM WebSphere Application Server
- IBM HTTP Server
- Lotus Domino
- Microsoft IIS
- Oracle
- Tomcat Application Server.

The NJI&AM infrastructure provides authentication modules for the following services:

- LDAP
- Forms-based
- UNIX
- Microsoft Windows Kerberos/SPNEGO
- Microsoft Windows NT
- Mobile Subscriber ISDN (MSISDN)
- Radius
- RSA SecurID
- SafeWord
- SAML
- JDBC
- X.509 Digital Certificates
- CRL and OCSP support
- Pluggable Java Authentication and Authorization Service (JAAS) framework.

#### Application Level Security

For NJ SUCCESS, a role-based access control (RBAC) security architecture (see Appendix B) is required. RBAC services are currently available from the NJ State Portal. A more robust RBAC security infrastructure is expected to be in place by January 2005 via the NJ Identity & Access Management infrastructure (see above).

During the design phase for NJ SUCCESS, the DDI Contractor shall incorporate, at minimum, application authentication and high-level application authorization and audit services from the NJI&AM infrastructure. During the design phase, the DDI Contractor must determine which finely grained application security controls shall be designed directly into the application dependant upon need and industry best practices. Examples of the State's expectations of security controls follow:

- Menu access
- Screen access
- Screen function access
- Transaction access
- Transaction approval process
- Workstation location access
- Workstation time restriction.

The system must comply with the State of New Jersey IT standards relating to security and controls (see [http://www.state.nj.us/it/it\\_architecture.pdf](http://www.state.nj.us/it/it_architecture.pdf)). The application security specification must include user desktop requirements.

#### System/Site Navigation

The system must monitor user navigation, and metrics must be provided for numbers of visitors, hits, session-related statistics, most and least visited pages, etc.

#### Data Level Security

The solution must provide application data security, permitting the system administrator to restrict data access (such as read/write) to certain user roles. The security shall be provided at the screen, tab, field, container, data element, or like level such that any user role can be granted or not granted the ability to read any particular screen, tab, field, container, data element, etc.; modify any particular screen, tab, field, and/or data element; and delete any particular screen, tab, field, data element, etc.

Within the system, no direct access to the data is allowed. All access shall be controlled through NJ SUCCESS and its I&AM mechanisms.

#### Network Security

The DDI Contractor shall, in collaboration with State Network Security personnel, ensure that the network environment is secure. For Garden State Network-based (GSN-based) security issues, the DDI Contractor shall work with OIT to determine potential vulnerabilities and/or solutions including, but not limited to, firewalls and intrusion monitoring, detection and prevention systems to maintain security for NJ SUCCESS.

#### Physical Security

The DDI Contractor's solution must not include software or hardware locks, traps, dongle keys, or similar measures that would in any way deny NJLWD full and complete access to the NJ SUCCESS system and other UI related modules (Imaging, IVR, etc.) However, it shall be the DDI Contractor's responsibility, in collaboration with State Security personnel, to ensure that the hardware and infrastructure are deployed into the physically secured premises where only authorized personnel shall be able to enter the server rooms and gain access to the equipment. The DDI Contractor must recommend additional physical security measures such as special code locks on the doors of the facilities, mandatory registration of the visits to the server room, additional biometric-type of peripherals securing access to the servers and desktops, etc. Refer to RFP section 3.2.5.

#### Standards, Policies and Procedures

The DDI Contractor shall work with NJLWD and other State security personnel to establish NJ SUCCESS specific policies, standards and procedures covering all aspects of the security (application, data, network, desktop, physical access), audit trail and logging of user actions and related reports covering major security areas within the boundaries of NJ SUCCESS.

The DDI Contractor must describe in detail the planned security controls in the three major security control areas:

1. Management Controls
2. Operational Controls
3. Technical Controls.

The security of every system or group of interconnected systems within the boundary of NJ SUCCESS must be described in the security plan. The boundary of NJ SUCCESS for purposes of this RFP includes all staff PCs and printers, the LANs connecting these PC's, and the WAN interconnecting all NJ SUCCESS locations. All NJ SUCCESS servers housing any component and instances of the system are also considered within the boundary of NJ SUCCESS. Web servers, application servers, and database servers housing the ODS, Data Warehouse and Data Marts at NJLWD, OIT, and the OARS Disaster Recovery location are included. Finally, the boundary of NJ SUCCESS also includes all telephony equipment, new and upgraded, all imaging system components, and all check printing facilities, printers and associated equipment. The components described above all constitute a single system, NJ SUCCESS, requiring a system security plan.

Within each of the three control areas listed above are a number of topics. There are a total of 17 topics that must be addressed in the security plan. Each topic in turn contains critical elements and supporting security control objectives and techniques (questions) about the system. Note the critical elements are derived primarily



from OMB Circular Letter A-130 (<http://www.oa.doe.gov/guidedocs/9602a130/9602a130.html>) and are integral to an effective IT security program. The control objectives and techniques support the critical elements.

The three major control areas and their topics are:

1. Management Controls

- Risk Management
- Review of Security Controls
- Life Cycle
- Authorize Processing (certification and accreditation)
- System Security Plan

2. Operational Controls

- Personnel Security
- Physical Security
- Production, Input/Output Controls
- Contingency Planning
- Hardware and Systems Software Maintenance
- Data Integrity
- Documentation
- Security Awareness Training and Education
- Incident Response Capability

3. Technical Controls

- Identification and Authentication
- Logical Access Controls
- Audit Trails

In order to measure the progress of effectively implementing the needed security controls, five levels of effectiveness are provided for each objective within the appropriate critical element.

- Level 1 – control objective documented in a security policy
- Level 2 – security controls documented as procedures
- Level 3 – procedures have been implemented
- Level 4 – procedures and security controls are tested and reviewed
- Level 5 – procedures and security controls are fully integrated into a comprehensive program.

The DDI Contractor shall work with State staff to ensure that the boundaries of NJ SUCCESS described above meet or exceed Level 4 standards. Refer to <http://csrc.nist.gov/publications/nistpubs/index.html>.

### 3.3.17 SYSTEM MANAGEMENT

System management encompasses the personnel, procedures, and tools for day-to-day operational support, maintenance, upgrades and monitoring of the system. The solution's system management capabilities must:

- Leverage the operations management tools, including both day-to-day systems management tools (e.g., performance monitoring) and capacity planning tools.
- Monitor the Telephony system.
- Demonstrate DDI Contractor understanding of tools that will assist in monitoring the system and provide the assistance necessary in setting operational standards for the use of those tools.
- Minimize the cost and work effort of operations support.
- Illustrate the operational architecture of the solution, including prevention of failures, meeting availability requirements, general system activities, and scheduled or planned downtime.

- Demonstrate availability and effectiveness of the proposed backup/restore/recovery procedures.
- Integrate with web monitoring software.

The current NJLWD and OIT processing infrastructure includes numerous commodity software products that are used for system management, some of which are likely to be suitable to support NJ SUCCESS.

Required system management tools include, but are not limited to:

1. Performance measurement and system management:

- Reporting capabilities to show trends for performance measurement and system resource utilization, by date and time of day, and to make projections based on cumulative history. The State uses the CompuWare Vantage suite for ongoing performance information.
- System Management tools to allow administrators to maintain the system (both hardware and software), perform “hot” updates (without downtime or service interruption), deploy new software, and change configuration of the current system. Such management tools shall track software and hardware inventory, perform asset management, and integrate with the other NJLWD modules such as help desk system, issue tracking software, etc.

2. Computer operations tools, including at a minimum:

- Notification service tool(s), to notify selected personnel through appropriate notification channels (pager, cellular phone, email) when system performance degrades to a predefined threshold. The event shall be logged and the help desk shall be informed.
- Job scheduling tool capable of automatically initiating jobs based on time of day, day of week, or calendar date, and/or the successful completion of predecessor events. The tool must provide automatic notification of failure of a step.
- Comprehensive backup and restore functions at the system, volume, directory/catalog (and subdirectory/subcatalog), and discrete file levels for all media on all platforms.

### 3.3.18 SYSTEM PERFORMANCE AND RELIABILITY

#### Internet Connection to NJ SUCCESS

A substantial portion of NJ SUCCESS will be self-service over the Internet. In addition to high-speed connections, the solution must accommodate external customers connecting to NJ SUCCESS using dial-up modems at speeds as low as 28.8kb.

The DDI Contractor must consider the specific access method being used by the customer when designing each module. The DDI Contractor shall provide application program code that is optimized for both high-speed and dial-up modem connections.

#### Application Source Code

The DDI Contractor shall provide optimized application software and test its performance. The State will not accept any software that is not optimized. The State uses the CompuWare Vantage Suite.

NJLWD and the VV&T component of the PS Contractor shall test all custom and off-the-shelf code developed or used in the NJ SUCCESS application. Code will be analyzed from the perspective of the typical customer using the specific module to see how it will perform over the network or public Internet.

Along with stress and load testing, the State will use CompuWare’s Vantage toolset to perform an Application Impact Analysis. The Application Impact Analysis will:

- Determine the effect of the network on the application. This includes how network environment variables such as bandwidth, latency and congestion affect the end user experience for this application. The transaction processing time in the test lab will be compared to “real world” processing times. The Application Impact Analysis will help identify code that is written inefficiently (bandwidth sensitive or chatty) for Wide Area Network deployment.
- Determine the effect of the application on the network. With multiple concurrent application users deployed to remote locations, and throughout the Internet, the analysis will identify how much bandwidth (if any) will need to be added to the NJLWD network infrastructure to support the new Application. It will also identify transactions that are inherently bandwidth intensive.

The Application Impact Analysis shall perform network captures of the most frequent 20 to 30 end user transactions in a test lab environment. (The State currently uses CompuWare’s Vantage toolset for tasks such as these.) The State shall then profile the expected response times when deployed to the Wide Area Network and the Internet.

If the State determines that specific transactions or application processes do not meet expected performance requirements, are chatty, use inordinate amounts of network resources, or are defective in other ways, the findings along with possible solutions shall be supplied to the DDI Contractor. Revised code shall be retested until performance is acceptable to the State.

The State may schedule a source code review with the DDI Contractor of any or all application source code. Source code which the State determines does not meet programming, performance, or documentation standards shall be corrected by the DDI Contractor, within a timeframe mutually agreed upon by the State and DDI Contractor.

### System Performance

The platform(s) must be sufficiently sized and appropriately configured in terms of memory, disk capacity, processor speed, and similar or related criteria to meet the performance requirements specified below for a period of three (3) years after the System Acceptance Phase. The average response time of all online transactions for internal users (those users operating NJ SUCCESS within the State’s firewall) must be less than three (3) seconds. Ninety (90) percent of all online transactions for internal users must have a response time of less than five (5) seconds.

### System Availability

The DDI Contractor must ensure system uptime of 99.9% for all major functions of the proposed solution, excluding scheduled downtime or NJLWD-initiated downtime.

Scheduled system downtime must be minimized as follows:

- Minimize or eliminate the need for maintenance for architectural and operational infrastructure, via online maintenance tools, procedures and techniques
- Address maintenance activities for hardware, operating system, software, application, database and network components.
- Address upgrade activities for hardware, operating system, software, application, database and network components.

The DDI Contractor shall provide the State with an approach to measuring downtime, and a methodology to minimize planned downtime for system maintenance.

### System Recovery

The DDI Contractor must provide system restore and recovery procedures. Recovery requirements are:

- Full database recovery within 4 hours
- No individual table recovery of more than 2 hours. Any functionality not affected by the individual table must remain available.

### Performance Tools

NJLWD uses CompuWare's Vantage Suite of tools for performance monitoring, troubleshooting, and reporting. This suite includes:

- **NetworkVantage** - Used to analyze network traffic.
- **Application Vantage** - Helps to identify and resolve application performance problems in production. By providing detailed troubleshooting analysis, Application Vantage pinpoints the causes of poor end-user response times to the client, the network, a server, or the application itself.
- **Application Expert** - Analysis tool to help eliminate networked application slowness or unresponsiveness.
- **ServerVantage** - ServerVantage increases application availability and reduces response times by monitoring applications, servers and databases and identifying problems before they impact critical business processes. ServerVantage corrects problems without operator intervention.

### 3.3.19 APPLICATION MANAGEMENT

The application must provide logging capabilities. Network logging must track the timestamps of the roundtrip transactions. Transaction logging must identify the functionality executed (SQL statements, calls to APIs, data transmitted, user ID and IP address).

The application must detect whether the client desktop meets minimum requirements, such as Java Runtime Environment (JRE) version, and provide appropriate messages to the user.

The application must provide the capability to capture the end user's session, including keystrokes and screen navigation.

### 3.3.20 RECOMMENDED HARDWARE

NJ SUCCESS will consist of many different categories of hardware.

One month prior to initial installation (for design, development, etc.) and production installation, the State and the DDI Contractor shall decide on the version of hardware that will be used for the installation. All hardware must adhere to State standards (see Appendix T, IT PC and Laptop Configuration).

The DDI Contractor shall implement and test all upgrades to the NJ SUCCESS hardware over the course of the contract.

The State is concerned that as new releases of software are implemented, they often require increased processing capability. For example, new releases and versions of word processors, middleware, and other tools have traditionally required faster processors and more RAM to maintain response time, as have new releases of operating systems, GUI interfaces, and relational database management systems. Hardware must have sufficient capacity for expected upgrades to achieve the performance requirements specified in RFP Section 3.3.18, System Performance and Reliability, for a period of three (3) years after the System Acceptance Phase.

The State intends to use an existing server for the development stage of the ODS implementation. This server is made up of 2 system boards in a SunFire 12k Frame, including 8 1.2GHz UltraSparc III CPUs, and 8 2GB paths to the storage/SAN. The storage is a SE9970 (Hitachi/HDS) storage array including approximately 6TB raw storage. The SAN is made up of 2 McData 6064 switches. As part of the Capacity Assessment (see RFP Section 3.2.5, Assessments and Specifications), the DDI Contractor shall determine if this configuration needs additional expansion to achieve appropriate scalability to support the solution.

### 3.3.21 RECOMMENDED SOFTWARE

One month prior to initial installation (for design, development, etc.) and production installation, the State and the DDI Contractor shall decide on the version of software that will be used for the installation. All software must be

the latest commercially available versions at the time of installation. The DDI Contractor shall implement and test all upgrades and patches to application software over the course of the contract.

The DDI Contractor shall ensure that the software will achieve the performance requirements specified in Section 3.3.18, System Performance and Reliability, for a period of three (3) years after System Acceptance.

### **3.3.22 INSTALLATION OF HARDWARE AND SOFTWARE, AND RELATED SERVICES**

The DDI Contractor shall be responsible to manage the delivery, installation, and testing of all hardware and software purchased for NJ SUCCESS, whether purchased through the DDI Contractor or through a State contract, at the option of NJLWD.

For hardware and software purchased through the DDI Contractor via Price Sheet 7, the following conditions apply.

#### **Acceptance**

Acceptance of all hardware and software is contingent upon satisfactory completion of sixty (60) day performance tests after installation.

#### **Warranty and Maintenance**

Warranty and maintenance must meet the requirements stated below.

- All hardware and software must include a warranty and/or maintenance support agreement which covers a total of four years. This agreement shall become effective upon system acceptance, after delivery and installation.
- Maintenance must cover parts, service, transportation and all associated costs for on-site work.
- Maintenance and support must be provided to keep the system operational, 24/7.
- All service technicians must be OEM-certified
- The maintenance provider must respond within 1 hour of the initial notification from NJLWD
- All repairs and replacements must be performed within 4 hours of notification.

Maintenance shall include, but not be limited to, problem analysis of both hardware and software, repair, adjustment, supplying replacement parts and cleaning of all parts and components required for normal operation of the equipment. Replacement parts must be compatible with the original manufacturer's equipment and specifications.

Maintenance applies to all products and is defined as all parts and labor required to restore the product to the manufacturer's original functional specifications.

The DDI Contractor or the maintenance provider shall perform all fault isolation and problem determination, including hardware, software and network problem diagnosis attributed to the equipment covered under the contract resulting from this RFP.

The DDI Contractor or the maintenance provider must provide remote diagnostic capability and a local or toll-free number for hardware, software and system technical support during regularly scheduled business hours with follow-up on-site support as warranted.

Travel time and expenses related to contracted maintenance shall not be considered billable.

### 3.4 FUNCTIONAL REQUIREMENTS

The functional requirements are business requirements that will streamline the business processes and provide critical customer service for all interested parties – claimants, employers, claimant representatives, and other professionals. The DDI Contractor must fulfill all of the functional requirements. All requirements support at least one NJ SUCCESS objective (see Appendix S, Objectives Requirements Cross Match).

The requirements are divided into two sections. The first section describes generic requirements that apply across business functions. The second section describes functional requirements that apply to a particular business function, such as filing a claim, certify for payment, or mass layoffs.

Many of the requirements specify “according to business rules”. Business rules reflect specific rules, procedures, and definitions about the business. The majority of these rules will be applied pre-implementation in a rules engine and must be flexible. Business rules may be changed as the business needs change. Sample business rules can be found in Appendix R, Section 3.0, Special Requirements/Business Rules. Note that the described business rules are only a sampling. The DDI Contractor shall take the lead (working with the State) to identify the required business rules for NJ SUCCESS.

For a complete understanding of the context of these functional requirements, see Appendix R for the Business and System Use Cases. The business use cases provide a step-by-step analysis of each business process, such as Filing for Claim. The system use cases show step-by-step analysis of how the system responds to the business actions. The system use cases also include system functions, such as Workload Tracker, and Scheduler.

Category	Requirements		
<b>Communication Mechanisms</b>			
CM	1		Ability for interested parties to perform these functions either by web, IVR, fax, by talking directly to UI personnel, through phone, or live agent web chat.
CM		1.1.	Filing for claim or editing personal data.
CM		1.2.	Accessing status information.
CM		1.3.	Asking for problem resolution.
CM		1.4.	Communications with interested parties, including employers and claimants.
CM	2		Ability for the interested party to choose to go to a UI personnel (if during work hours), or to leave a phone number or email (if not during work hours) anytime during a session.
CM	3		Ability to conduct direct communication in English and Spanish (Web, IVR, or live chat), or optionally a language assisted line for an interpreter.
CM	4		Ability for interested parties to receive correspondence with preferred method of communication, such as mail or email.
CM	5		Communication with TTY or related technology for the hearing impaired.
CM	6		Ability to create a virtual phone queue; that means that if an interested party is waiting in a queue on the phone and the party hangs up, a PBX can call the party back when it is their turn for a call.
CM	7		Ability to produce mass communication to the interested parties due to extensions, changes in UI regulations or laws, etc. Notifications could be posted on a Web site for notifications and sent to interested parties in mass mailings.
CM	8		Ability to send active alerts to users, for such reasons as prior frauds, nonmonetary disqualifications, and overlapping quarters.
CM	8		Ability to perform automated telephone messages, based on business rules, and tracking the telephone calls. (Ex. Automated telephone dunning on delinquent overpayment case files.)

Category	Requirements		
<b>Forms</b>			
FM	1		Forms will be categorized by type, such as employer forms, claimant forms, etc.
FM	2		There will be three methods of using the forms:
FM		2.1.	Ability to access and download forms from the Web.
FM		2.2.	Ability for the system to mail, e-mail, or fax the generated form to the requested party.
FM		2.3.	Ability to access a form on the Web, enter the data, and save the data to a database (or save locally and submit to Web later).
FM	3		Ability to bar-code required information on the downloaded and mailed forms, such as claimant ID, claim number, and type of form.
FM	4		Ability to generate a form using the form template and populate with information, such as claimant address and name.
FM	5		Ability to request forms by any department.
FM	6		Ability to send forms using the preferred method of contact. If it is mandatory that the form be sent by mail, the system will send both by preferred method and postal mail. After generating the barcode with the form information the system will store the date the form was generated and mailed. For example, there will be the ability to send specified forms to recipients that are automatically triggered by the unemployment process.
FM	7		Ability to store the generated form so that the recipient and internal agents can review the form through the web.
FM	8		The ability to generate mail, and store the form without adding a barcode to the form, when it is known that the requested form will not be returned.
FM	9		Ability for an interested party to request duplicate forms by mail, Web, or downloading; and to track these requests.
FM	10		Ability to scan the completed forms, and attach the imaged form to the claim record.
FM	11		Forms will be used in these functions at a minimum: Filing for Claim, Mass Layoffs, Appeals, Appeals to Board of Review, Adjudication, etc. Examples of forms: Affidavit of Forgery.
FM	12		Forms will be in either English or Spanish.
FM	13		When possible, multiple forms involved in a mailing will be mailed in one envelope.
FM	14		Ability to determine time sensitive forms, such as determinations, which can only be emailed to a verified email address.
FM	15		Utilize visually impaired technology. The system will be able to provide auditory instructions and produce large print.
<b>Internal/External Controls (Security)</b>			
IEC	1		There will be role based security, which means that all rules for security are based on a role, such as examiner or claimant. Individual persons will be assigned to a role.
IEC	2		There will be role based security for each process, and when necessary to steps within the process. Roles can either be granted access or not granted access.
IEC	3		There will be role based security for each field of data, records and screens within the process. This security will either allow create, read, update, and/or delete rights. There will be the ability to set the security to allow only the person that created a certain field to be allowed to edit or delete the field. There will be override capability.

Category	Requirements		
IEC	4		The security will have the ability to set limitations at the record level to specific users.
IEC	5		For UI employees:
IEC		5.1.	The security must conform to HIPAA requirements where applicable, such as claimant information for disability.
IEC		5.2.	System will check for permissions for the type of claim processing allowed by UI employees. The system will provide the employee with options based permissions, such as create, read only, edit, delete, and browse (ability to view that a file is present without being able to view the contents.)
IEC	6		The system will have the ability to change a social security number of a claimant due to error, or the discovery of fraudulent or duplicate social security numbers. If the number is changed, the system will have the ability to retrieve composite information from all historical social security numbers.
IEC	7		System will track potential security violations, such as user logged on to multiple terminals and different geographic areas, etc.
IEC	8		Ability to provide multiple attempts to access information to allow the possibility of data input error.
IEC	9		Emails will be encrypted.
IEC	Audit Trails		
IEC	10		There will be audit trails of all transactions of users interfacing with the system. The transactions will be uniquely identifiable.
IEC	11		The audit trail transactions will be able to be accessed by user, specific range of dates and/or claim. The audit trail will include: operator, date of change(s), and information changes (before and after).
IEC	12		Audit trails will track actions, such as claims activity, payments, removal of pend status, etc., and the person who performed the action.
IEC	13		Audit trails will track requests for secure information (See Triage, category TR herein).
IEC	14		System will track claimant profile changes in history files, such as address, name changes, etc.
IEC	15		Ability to track unauthorized access attempts to information.
IEC	16		The system will provide audit reports for tracked events, accesses, locations, logins, etc. The system will document when and who ran the reports.
IEC	User Identification		
IEC	17		Ability to create a PIN number for an external party, either as a stand-alone process, or triggered within another process, such as Filing for Claim.
IEC	18		Ability to enable or disable an account for any person for any reason by an approved administrator. The system will provide an interface to create internal/external user logins. The system administrator will be able to create and edit user logins.
IEC	19		There will be an audit trail of the transaction.
IEC		19.1	<u>System Administrator:</u> There will be a System Administrator role- this role allows the adding, modifying, and deleting of ID's and passwords of all internal and external users.
IEC		19.2	<u>Internal Users:</u> The user accounts will include an account number and temporary password. The system will enforce a change of password every period of time to be specified by the administrator. The administrator will set the limitations of use of a prior password for reuse. There will be a limit of one account per user. The administrator will set the minimum and maximum number of alphanumeric characters for the password, and requirements for letters and numbers. A temporary password will be provided to the user, and the system will require the user to



Category	Requirements		
			change the password to maintain security integrity. If the password is lost, the temporary password may be reset by the system administrator.
IEC		19.3	<u>External Users</u> will be able to access the system to request a login. They will enter profile information to establish their identity. Then they will receive a userID and temporary PIN number. The external user will change their PIN number. If the interested party's PIN number is lost, the PIN number can be reset to a new temporary PIN number by the system (except Employer PIN numbers).
IEC	20		System Administrator will be able to view different users and access their account information.
IEC	21		Passwords and PIN numbers will be encrypted and masked as the user enters these into the computer.
IEC	22		The system will interface with the ECATS (Electronic Cost Accounting Time System) to automatically disable an account of an internal user who has left the department.
IEC	23		The system will provide read only access to specified third parties for information that relates only to that third party and only for job related functions, such as Welfare, and Housing Authorities (See Information Needs).
IEC	24		The system will provide read-only access to statistical information (examples: Welfare, Workforce Partners, and Planning and Analysis.)
IEC	25		The system will not allow a NJLWD employee access to social security numbers of claimants who are or have been NJLWD employees, or to perform a claim function on another NJLWD employee's claim, unless authorized.
IEC	26		The system will provide a security matrix that will allow for a specified amount of failed logins to be executed until the user is locked out of the system. Once a user is locked out, only a system administrator will be able to enable the account.
IEC	27		Ability to authenticate identity of claimant:
IEC		27.1	Social security number, or claimant ID, and the PIN number.
IEC		27.2	Ability to authenticate a claimant by using data field criteria, such as mother's maiden name, driver's license number, height, secret question, etc. instead of PIN number.
IEC	28		Ability to authenticate an employer with FEIN #, and PIN number.
IEC	29		Ability to notify an internal agent (helping an external user) that the system has already verified the identity of the external user.
IEC	Electronic Signatures		
IEC	30		There will be the ability to establish electronic signature rights for internal personnel.
IEC	31		The system will provide the ability for an administrator to assign/edit/remove password protected electronic signatures.
IEC	32		The electronic signatures will be used to approve access to information, as well as documents within a work flow approval process.
IEC	33		The electronic signature users will be certified.
IEC	Controls Reports		
IEC	34		The system will allow for automated selection of random claims based on provided formulas (for each bureau). Data could relate to claims, payments, etc.
IEC		34.1	Examples: Criteria may be received from the Federal government for the guidelines for the number of workload items to be selected and data to be validated.
IEC		34.2	Criteria may be based on claims by race, age, by week. Claims may be selected on cases paid or denied.

Category	Requirements		
IEC		34.3	System will use a random formula to select Appeal Tribunal reviews to validate.
IEC	35		Randomly selected claims cases based on a formula will interface to the USDOL Sun system (QC System run by federal government).
IEC	36		System will provide reports on monetary timeliness.
IEC	37		System will provide reports to satisfy Federally-required Benefit Timeliness and Quality (BTQ) reviews. Data could include: 1st week claim affected, date paid, date determined, dated filed, date of nonmonetary determination, etc.
IEC	38		System will provide reports on denied claims.
IEC	39		System will provide reports on financial transactions.
IEC	40		Once claims are provided the system will provide a method for ad hoc reports to be created and saved.
IEC	41		System will allow for scheduled reports to be generated and sent to the federal government based on claim information.
IEC	42		System will provide reports on system audit trail transactions, such as accesses, transactions, logins, etc.
IEC	43		System will provide statistical reports on different programs, such as DUA, TRA, federal extensions, Benefit Payment Control.
IEC	44		Ability to provide cases for Federally-required Benefit Accuracy Measurement (BAM) Sample Review.
<b>Digital Recordings</b>			
DR	1		There will be the ability to digitally record sessions, such as hearings and interviews for both telephone and in person interviews.
DR	2		The digital recordings will be tied to the claim, so that the recording can be accessed from the claim.
DR	3		Ability to store audio recordings in the database, and retrieve the recordings during a process.
DR	4		Ability to track the storage of the digital recordings, both electronic and physical. The data required is subject matter, date recorded, time recorded, time length of recording, abstract, issues encountered in the session, and audit trail of access.
DR	5		Digital recordings will be used in nonmonetary interviews, appeals, disability, and BPC investigations, and Board of Review interviews.
DR	6		If technology is available, produce a transcript of the recording.
DR	7		Ability to fast forward or reverse to any part of the recording without overwriting.
<b>Document Management</b>			
DM	1		Ability to create, edit and delete documents in Word.
DM	2		Ability to create and maintain templates for documents, such as Word and Excel.
DM	3		Ability to store and retrieve canned phrases, such as for Voluntary Quit.
DM	4		Ability to create text fields in forms that can be automatically populated. For example, overpayment notices will have text fields that might contain special wording about payment plan forms.
DM	5		Ability to generate different types of claim applications, ex. Special program or TRA entitlement.

Category	Requirements		
DM	6		There will be the ability to produce letters from templates, either automatically because of the business rules of a step, or to be triggered manually.
DM	7		Ability to use templates to enter data and/or extract and apply appropriate data from a database.
DM	8		Ability to automatically generate specific types of documentation, based on business rules.
DM	9		Imaging: There must be the ability to image documents, both with or without a bar-code. If the document has a bar-code, then the imaging process must be able to interpret the bar-code and store the data in a database. Such elements include: Claim ID, claimant ID, Date, type of document.
DM	10		Ability to view and print stored images, such as a check.
DM	11		Ability to record key data into the ODS from answers on the scanned document.
DM	12		When imaging a document, it will be possible to flag the claim record for exception processing, such as flagging the claim for appeal.
DM	13		There will be the ability to produce a group of documentation when certain business rules have been met, such as "The Packet", which is a group of forms that is sent to the claimant.
DM	14		Ability to store notification addresses for contacts to be used automatically for communications.
DM	15		Ability to send documents by the preferred method of interested parties, such as mail, fax, or email. There will also be the ability to require mail for the communication, and then optionally another method, such as email, if that is the preferred method of contact for the interested party.
DM	16		Ability of some documentation to require receipts from the recipient.
DM	17		There will be the ability to view the images of forms attached to the claim, such as employer forms, doctor's forms, pay stubs, pension, etc.
DM	18		Ability to resend documentation at any time without distorting the original data. The new send date should be able to be viewed as well as the original date.
DM	19		The notification of the new policy will be posted on a discussion board with a link to the policy document.
DM	20		There will be email notification capability to inform interested parties of the new policy.
DM	21		A final document, such as a procedure, will be able to be posted on the department intranet for all employees to access.
DM	22		There will be the ability to do a word search on document topics. Word search will have Soundex capability.
DM	23		There will be the ability to protect specified completed documents as read-only.
DM	24		Ability to attach bar-coded and non bar-coded forms to the claim.
DM	25		Ability to view imaged document from all work stations.
DM	26		Ability to fax correspondence directly to the imaging system.
<b>Workflow Processing</b>			
WF	1		Ability to set up, change, and cancel workflows.

Category	Requirements		
WF		1.1.	Workflows consist of task assignments to personnel, data required, documents for collaboration, review and approval, processing of forms received from interested parties, and scheduled appointments.
WF		1.2.	Ability to determine a path on the workflow or work queue depending on the results of applying business rules.
WF		1.3.	Ability to delegate work tasks in a flow either automatically, or requiring manual intervention for delegation of tasks, based on the type of work queue (for example, claims examiner, Appeal Tribunal, and Board of Review all have different rules for task delegation).
WF		1.4.	Make work assignments based on parameters, such as by job role, by type of process, distribution by claimant social security number, or by ability of individual.
WF		1.5.	Provide ability to prioritize work queues by various methods, such as, date a form is received, the type of form received, or by task. Ability to override these priorities.
WF		1.6	Ability to track changes made to workflows.
WF	2		Send workflows, consisting of tasks and documents, based on business rules.
WF		2.1.	Track persons on the workflow for tasks and document possession.
WF		2.2.	Ability to reassign documents and assignments to another specified person.
WF		2.3.	Ability to cancel tasks within the workflow.
WF		2.4.	Ability to request status of the workflow (process, person, data required, etc.)
WF		2.5.	Ability to choose a task to work on from the work queue.
WF		2.6.	Send documents and tasks to specified parties based on predefined business rules as well as ad hoc actions.
WF		2.7.	Ability to send a specified number of tasks from a master work queue to individual work queues in a cluster of tasks. There will be the ability to supply the individual work queues one task at a time as a default. When the individual task has been completed, then the master work queue can automatically assign a new task to the individual work queue. An individual may choose to prevent more tasks from entering the work queue for a given period of time. An individual may also choose to be assigned a new task even while working on an existing task, depending upon automated permissions granted by the supervisor.
WF		2.8.	Ability in the workflow to send back a task and documents to the originator of the task, such as remanding an appeal back to the head person if there are any major issues. Also ability to send back a task before it has been completed.
		2.9	Ability to reroute a task back to the originator after a specified period of time of inaction.
WF	3		Workflow integrates with word processing, ODS, images and document management.
WF		3.1.	Ability to review documents from a step in the workflow.
WF		3.2.	Ability to create, edit or remove documents within a step in a workflow.
WF		3.3.	Ability to route tasks and documents to a specific work queue based on type of completed form received.
WF		3.4.	Ability to access data from a workflow step and apply it to a document.

Category	Requirements		
WF		3.5.	Allow annotation of documents during the review process without allowing editing of the document, and the ability to view each other's annotations.
WF		3.6.	Allow approvals of documents on the workflow.
WF	4		Workflow tracks various date fields, and generates actions based on these dates.
WF		4.1.	Present internal UI users with a work list of tasks to be completed by due date.
WF		4.2.	Send e-mail reminders and notifications to internal personnel as well as external interested parties, such as telephone reminders.
WF		4.3.	Integration with e-mail system.
WF		4.4.	Set default due dates for tasks.
WF		4.5.	Alert user of work due or about to become due.
WF		4.6.	Alert supervisors on overdue tasks.
<b>Document Management Workflow</b>			
DMWF	5		The system will allow for document drafts for review. Reviewers will be able to annotate the document while protecting the document from editing changes. Other reviewers will be able to view others' comments. All reviewers may review the draft concurrently.
DMWF	6		Reminders will be used when the reviewers or approvers do not respond in a timely manner.
DMWF	7		Document versioning will be used for the draft documents.
DMWF	8		There will be the ability to disapprove a document and cancel it within a workflow.
DMWF	9		The system will allow for final approval of a document with use of an electronic signature. The system will have the ability to send the document for approval specifying the parties in the order in which they will approve the document.
<b>Conferencing</b>			
CN	1		The system must include an automated telephone conferencing system, which allows multiple parties in different locations to participate in a phone conversation.
CN	2		There will be automated conference scheduling; conferencing must be able to be scheduled ahead of time, and be able to be rescheduled.
CN	3		Conferencing must be integrated with Digital Recording.
CN	4		Conferencing sessions must be able to be continued at a later date and time.
CN	5		There will be automated dialing for the conference participants.
<b>Business Rules Engine</b>			
BR	1		The system must use a rules engine, which allows the storage of the business rules in a table so that the rules, operators, constants, conditions, and events may be created and modified by UI administrators. The rules engine must be separate from the programming code. The rules engine must integrate with all other components and technologies.

Category	Requirements		
BR	2		The rules engine must allow for the testing of conditions, which is triggered by events in the program logic and accepts data from the ODS or external data files.
BR	3		The rules engine must allow for triggering events as a result of testing conditions. The triggering events include: call other programming modules, setting a data value and storing it in the ODS, and calling another set of business rules.
BR	4		The ability for business rules to test for issues and cause these events:
BR		4.1	Flag a claim and send task automatically to specific work queue with the accompanying data.
BR		4.2	Send correspondence to parties, such as claim determinations.
BR		4.3	Call another process automatically, such as Payment Process, or Nonmonetary determinations.
BR	5		The rules engine must be able to be triggered by the work flow processor.
BR	6		The rules engine will have the ability to apply business rules based on the passage of time. There will be default time requirements set in the business rules for triggering an action. (For example, when tracking a specified number of days an application can remain in a work queue without the required information being entered, the system will notify the examiners that the time requirement has expired.)
BR	7		Ability to set time limits on business rules; for example the time limit on the filing of an appeal, and the number of days for an incomplete claim to be processed.
BR	8		Conditions can be manually overridden.
BR	9		A history of business rules effective dates must be kept.
<b>Questioning Process</b>			
QP	1		Ability to create, edit and delete sets of questions, for example to ask a claimant eligibility questions. These sets will need to be identifiable, and have version control.
QP	2		The responses to questions will be recorded, with the claim and date.
QP	3		Ability to have logic-based questioning. The answer to a question or set of questions will result in different following questions to be presented to the responder.
QP	4		There will be specific sets of questions, specific to the process and the responder's needs.
QP	5		Ability to store and provide an audit trail of changes to the answers to the questions.
QP	6		Ability to tie specific questions to issues on the claim. Each issue results in the need for specific relevant questions.
QP	7		Ability to re-question the responder if the answers to questions are invalid. Ability to set the number of times responder is allowed to respond with invalid answers.
QP	8		Ability to question external party at the end of the session evaluating their experience, including questions on functionality and ease of use.
<b>Scheduling</b>			

Category	Requirements		
SCH	1		Ability to schedule events with relevant parties, requested or automatically coordinated dates, and requested or automatically coordinated locations. There will be three methods:
SCH		1.1.	Allow automatic scheduling of date and time.
SCH		1.2.	State employee selects date and time.
SCH		1.3.	Scheduler provides options to the interested party.
SCH	2		Ability for the scheduler to not allow overlapping appointments for interested party.
SCH	3		Ability for the system to check for multiple appointments for the same type of appointment.
SCH	4		Ability to maintain and retrieve schedules for each claimant.
SCH	5		Ability to automatically send notification of scheduled and rescheduled appointments to interested parties.
SCH	6		Ability of the system to populate the work queue with daily scheduled appointments.
SCH	7		Ability of the system to indicate if any interested parties scheduled did not report for the appointment. The system will allow the agent to document the reason for not participating in the appointment.
SCH	8		Ability to schedule repeating pattern of hours for internal users; such as 8 hour days, using a schedule template. The scheduling template will allow flexible appointment times, e.g., a calendar displaying available timeslots.
SCH	9		Ability for the scheduling process to interface with the business rules actions (such as preventing payment for failure to participate in a scheduled appointment).
SCH	10		Ability to remind all scheduled participants of upcoming meeting by email or phone, using a specified lead time for the reminder, set dynamically using business rules.
SCH	11		Ability to postpone, reschedule, modify, or cancel events and appointments.
SCH	12		Ability for the system to automatically reschedule appointments if an appointment day is cancelled; such as a national holiday.
SCH	13		An individual will be able to view the upcoming appointments.
SCH		13.1	The system will have the option to preset appointments for a given specified amount of time.
		13.2	For employers the system will be able to list all claimants' appointments related to that employer.
		13.3	Ability to list appointments for a specific claimant.
SCH	14		Ability to associate and present forms that are related to a type of appointment, such as a hearing.
<b>Workload Tracker</b>			
WKT	1		Ability to track requests for information and action from external sources to UI by any means. The information tracked will be the request, request type, requester, date request mailed (if applicable), status, date UI received from external source, fulfillment date, notification date, address mailed.
WKT		1.1	Sample action requests: Payment tracers, wage affidavits, affidavits of forgery, dependencies, requests to withdraw a claim, different earnings, return checks, request for hardship, requests to correct 1099.
WKT		1.2	Information requests – see Triage.

Category	Requirements		
WKT		1.3	There will be the ability for the system to accept external requests by mail, IVR, Web, and email.
WKT		1.4	The system will accept and scan images of written requests.
WKT	2		Ability to track information that has been sent to an external agency, such as documents that were forwarded to USCIS.
WKT	3		Ability to track requests for information from UI to external sources, such as a request for wages from an employer.
WKT		3.1	The information tracked will be the request, request type, target of request, date mailed, and fulfillment date.
WKT		3.2	Ability of the system to document when the requested item has been received.
WKT		3.3	Sample requests: alien verification, employer wages, Federal Claims Control Center (FCCC) availability of federal or military wages, wages from other states, separation from employer, affidavits sent to claimants, claimants proof of wages, undeliverable checks, exhibits, fact-finding questions, INS secondary verification, medical information, requests for reimbursement.
WKT	4		Ability to track internal UI timed requirements, such as payment tracers, and redeposited checks.
WKT	5		Ability for the system to wait for a specified period before an action occurs, such as reassigning to a work queue or scheduling an appointment.
WKT	6		Ability for the system to detect missing information, notify the appropriate parties, and automatically be able to produce a letter requesting the specific information that is needed.
WKT	7		Ability to record a partially completed requested item with a new status and reallocation of time.
WKT	8		Ability to record and track multiple request items on one overall request, such as multiple requests for wage information.
WKT	9		Ability to track and retrieve requests by request type, external party, overdue requests or actions, or by claim.
WKT	Delay Processing		
WKT	10		Ability to trigger notifications (including reminders) or documentation to relevant parties based on date. For example, trigger notification to the claimant and agent that prognosis date is close to ending; or that time is close to expiring on receiving information on an incomplete application. The system will allow the entering of a specific amount of time elapsed before interested party receives notification of reminder.
WKT	11		The system will allow requester to add additional time for the requested item to be tracked.
WKT	12		If the requested item is not received during the specified amount of time, and has not been extended, the system will take action based on business rules, such as work queue, or calculate monetary eligibility.
WKT	13		Ability to record notes on actions taken by UI personnel, such as a request reminder.
WKT	14		Ability to send subpoenas if the external request has not been satisfied with reminders, and the request is a result of an investigation or a request for wage garnishment.
<b>Profile Management</b>			
	Generic		
PM	1		Ability for the external user (claimant, employer) to perform the profile change via Web, IVR, an agent, a scanned mail-in request, or fax.



Category	Requirements		
PM	2		Ability to allow the party to identify which field(s) are to be changed.
PM	3		The system will maintain an audit trail of all profile changes, including date, time, person making the change, and what fields were changed. (See Internal/External Controls-Audit Trail.)
PM	4		Ability to confirm that the changes that the party has requested are correct.
PM	5		Ability to mail updated profile information to the mailing address of the user.
PM	6		Ability of the system to provide all employer or claimant related information upon request after the identity has been verified.
PM	7		Ability to relate a third party to a claimant or employer. The type of relationship will also be captured, such as lawyer, representative, doctor, etc.
	Addresses		
PM	8		Ability to maintain addresses for claimant, employer, and other interested parties.
PM	9		When an external user changes their primary address, a change of address confirmation is sent to their old address and new address.
PM	10		There can be many addresses stored for each interested party. The information will include type of address (such as primary, mailing, tax, etc.), and source for the address (such as a claimant, employer, DDU, Social Security Disability (SSD), investigations, DABS, DOR, CAD locator, New Hire, etc.).
PM	11		Ability to record the history of addresses, with a begin date and ending date.
PM	12		The system will store a "bad address file" for returned mail.
PM	13		External users that supply an email address for communication will have their email address verified by having the system send a verification code to their email address, and the user logs into the site and enters that code.
PM	14		Ability of system to cross check addresses against the world-wide Residency Assignment System (RAS) and driver's license files. If the address is inconsistent, then the user will be notified, and asked for confirmation.
PM	15		Ability for the system to detect that the claimant's address change indicates that the claimant has moved out of state and is not a commuter. The system will automatically reassert the claim, or file an additional claim. The system will interface with the ICON system to notify the resident state of the newly filed claim.
PM	Employer Profile Management		
PM	16		Ability to prevent the employer from viewing employee sensitive information, such as employee primary address(es).
PM	17		Ability of the system to confine the employer data that can be changed, such as employer contact information of email, phone, fax, etc.
PM	18		System will allow the assignment of a temporary employer "FEIN" number. When the real FEIN number (newly registered and reactivated numbers) is provided by the interface with DOR on a daily batch basis, then the system or Administrator will replace the temporary FEIN number with the real FEIN number for the employer. Any non monetary issues for claims attached to that employer will be automatically satisfied, if the issue is only related to the missing FEIN#, and the monetary will be automatically calculated.
PM	19		Ability of the system to change an old FEIN # to a new one, when the interface with Employer Accounts sends a change in FEIN #. All information attached to the employer with the prior FEIN # will be moved to the new FEIN #, such as wages for GMC, severance

Category	Requirements		
			only, etc.
PM	20		Ability of the system to provide access restricted information such as employer primary address, which is stored in the Employer Accounts System. (Exception addresses are stored in the ODS.)
	Claimant Profile Management		
PM	21		Ability of the system to allow the claimant to change claimant profile data, such as name, address(es), married status, telephone and fax numbers, taxes, dependents (this requires verification process), pin information, email, and preferences (such as direct deposit and method of contact).
PM	22		Ability for a representative of the claimant to be allowed to manage the claimant's profile.
PM	23		Ability to change claimant's secondary address.
PM	24		Ability to change address profile of claimant to out-of-state (which will notify the ICON system), or in state.
PM	25		Ability for the system to trigger a new filing for claim (automatic reassertion of claim) and trigger notification to external state when claimant moves out of the state and is not a commuter.
PM	26		Ability to interface with RAS system for location codes, such as municipal code, county code, and state code and store in the claimant address record.
<b>Triage - (Answering Questions)</b>			
TR	1		Ability of the system to access information that will help answer questions from claimants, employers, doctors, lawyers, or other interested parties. Triage is performed by the Reemployment Call Center (RCC), technical support, and Benefit Payment Control (BPC), and UI presence at One-Stop.
TR	2		Requests for information will be able to be made via the Web, IVR, fax, or transfer to an agent. The information will be presented back to the interested party in the proper format of their entry point.
TR	3		Ability of the system to partition the data that specific roles may view, such as employer related information (including benefit charges, determinations, appeals, experience ratings, etc.) and employer profile information, and claimant information of claimant profile and claim related data (including payment history, eligibility, status, special programs, and form requests).
TR	4		The system will determine whether the data request is secure, non-secure, or statistical. The system will determine if the request is claim-specific.
TR		4.1.	Ability to provide non-specific information, such as FAQs and UI and DDU policies. These information requests will allow a progressive drill-down of information, or a wildcard topic search.
TR		4.2.	If the request (such as new regulations or extensions) is non-secure, the answer will be provided without requiring a log-on.
TR	5		Employer and claimant specific information requests will require ID verification. System will allow individuals multiple attempts to correct the verification information. System will notify individuals if they are not authorized to access the information, and who (roles and/or agencies) to contact to obtain the information.
TR	6		Secure requests may be requested via a log-on of UI personnel, who will verify the identity of the third party caller.

Category	Requirements		
TR	7		Any information requests that use a log-on (including non-secure requests) will be tracked (see Workload Tracker). Non-secure requests without a log-on will not be tracked. Information (including scanned images of documents) may only be provided for data that is relevant for that the third party (see Internal/External Controls).
TR	8		The ability for the system to maintain an audit trail of all log-on information requests, including who made the request, date, time, and the fields of information that have been requested. Non-secure requests without a log-on will not be tracked.
TR	9		Ability of the system to trigger a mailing of items, such as an employer handbook.
TR	10		Ability for the system to detect missing information, and to prompt user for the additional information.
TR	11		Ability for the system to attempt to access the missing information (such as claimant ID), but to supply it only to an internal user.
TR	12		Ability to request duplicate forms by mail, Web, or downloading (See Forms).
TR	13		Ability for the system to record an inquiry that can not be fulfilled immediately, and to track the outstanding request, and when it is fulfilled. These requests include archived information as well as information that must be obtained from another agency. System will provide a confirmation of receipt of request for the inquiry.
TR	14		The system will be able to provide a reference table of other agencies for out of scope information.
TR	15		Ability to search for claimants, claims, and employers records by the value of any of its key fields. For example, the ability to search for a claimant by claimant name.
TR	16		Ability for the system to record the interested party inquiry for future reference.
TR	17		Ability for the system to record the interested party inquiry and answers for future reference.
<b>Section 2. Process-Specific Functional Requirements</b>			
<b>Mass Layoffs</b>			
ML	1		A tool must be created to allow the employer or union representative to perform the mass layoff functions. This tool will provide the employer with an interface to enter the layoff information. This tool will be provided to the employer for any number of employees.
ML	2		The use of this tool will cover both permanent and temporary layoffs.
ML	3		The ability for the employer to create a mass layoff request on the Web.
ML	4		There will be two different types of files:
ML		4.1	The Layoff Event: This will contain proposed date of layoff, FEIN number of the company, company name, number of employees to be laid off and reason for separation.
ML		4.2	Employees to be laid off: This will contain the employee name, social security number, reason for separation, severance pay, return date, etc.
ML	5		The system will allow employer to download a planning package of information as well as the data entry program with data entry template that will capture the information. The data entry template will allow the employer to enter the information about the layoff and the claimants.
ML	6		Ability to upload the information to UI to process the claims.

Category	Requirements		
ML	7		This tool will allow an administrator to change the number of days that are variables in the mass layoff event.
ML	8		The tool will allow the employer to create a partial list of employee claims and send this information intermittently.
ML	9		The ability for an employer to enter mass layoff information for the projected mass layoff event.
ML	10		The ability for the system to automatically create skeleton individual employee claims using the defaults from the mass layoff event. These fields include layoff date and reason for separation.
ML		10.1	The employer may create a mass layoff event anytime before the event up to the date of the mass layoff event.
ML		10.2	The employer will be able to edit the event at anytime after the event has been created up to the date of the event.
ML		10.3	The employer will initiate the process of creating individual employee claims, but this must occur from no earlier than a specified number of days before the event up to the date of the event.
ML		10.4	The tool will have the ability to record for future access the type of payment (such as severance pay, pension, vacation pay, union pay, sick pay, workers' compensation, veteran pension, and/or holiday pay), payment amount, and dates to be paid.
ML		10.5	The employer may edit the individual employee information after the claim has been created from no further than a specified number of days before the event, or up to the first benefit payment.
ML		10.6	The employer may remove specified employee claims after they have been created up to a specified number of days after the event.
ML		10.7	The employer can cancel the entire mass layoff event, or a selected portion of the employees. The individual employee claims that are associated with this event will also be cancelled automatically.
ML		10.8	Employees will have the option of filing for an individual claim outside of the mass layoff process.
ML		10.9	Notifications will be sent to employees of the cancellation of the mass layoff event if they have already filed.
ML		10.10	There will be the ability to suppress RO appointment and request for separation for permanent and temporary layoffs.
ML	11		There will be the ability to pre and post date the claim.
ML	12		This process will automatically access the Filing for Claim function to perform the validation and verification checks that are required for any filing of claims.
ML	13		Forms and copies of all claim information that has been entered will automatically be mailed to the individual claimants the same day as the layoff. The notification will include instructions to the claimant on how to edit the individual claims.
ML	14		The Layoff event will include this information: proposed date of layoff, FEIN number of company, company name, number of employees to be laid off, reason for separation, etc.
ML	15		The individual claims will include this information: the employee name, social security number, reason for separation, severance pay, return to work date, etc.
ML	16		The ability for individual claimants to update their own individual claims after the mass layoff prior to the 1st payment.
ML	17		Ability to generate a TRA entitlement claim, in addition to the UI claim.

Category	Requirements		
Filing for Claim			
FCL	Creating Claim Applications		
FCL	1		There will be the ability to create claims without agents (unless an agent is required for exception processing.)
FCL	2		The ability to create a claim application by Web, IVR, and paper forms (as an emergency backup) by the claimant or claimant's representative.
FCL	3		Ability to relate a claim to another claim, for example relating an extension to the primary claim.
FCL	4		Ability to assign a program code to the claim (example: UI, extension, UCX, Disability, etc.) depending on the types of employment.
FCL	5		Ability for an internal UI agent to create a claim by a simplified process of entering the basic information without the questioning. Validation would still be required.
FCL	6		System determines type of claim and therefore, the type of application that will be presented to the claimant after the claimant has been identified.
FCL	7		Ability to present scrambled employers to the claimant and for the claimant to select the separating employer.
FCL	8		Ability to designate language preference of Spanish or English.
FCL	9		Ability to assign approximate date of claim based on timing of reporting requirements (for example, requirements for backdating claims.)
FCL	10		A claim may be a "child" of another base claim. All data is the same as the base claim except that the payment schedule is reset, and depending on business rules, a new request for separation is sent to the most recent employer. These are examples of events that will trigger the "child" claim:
FCL		10.1	Additional (or reopened) claims that are triggered by excessive wages with no break in reporting
FCL		10.2	Additional claims due to a break in collecting because of additional employment after unemployment followed by more unemployment.
FCL		10.3	Auto-reasserted claims due to break in unemployment in which the claimant has not worked.
FCL		10.4	Filing an extension when it becomes available when claimant is currently claiming through a special program.
FCL	11		Ability for the system to file a transitional claim when the benefit year end has been reached and the claimant is filing certification for the last week of the benefit year.
FCL		11.1	If multiple benefit programs exist, the system will automatically choose a benefit program, based on business rules.
FCL	12		Ability to identify the type of claim; such as New, Transitional, Additional or Reassertion.
FCL	Validation of Claimant		
FCL	13		Ability to validate claimant, such as PIN number, social security number, claimant ID, and other data field criteria, such as mother's maiden name, driver's license number, height, wage, etc. See User Identification.
FCL	14		There will be default time requirements set in the business rules, such as number of days an application can remain in a work queue without the required information being entered, or an application is considered incomplete. The system will notify the agents and claimant that the time requirement is close to expiring. (See Workload Tracker.)
FCL	15		Ability for the system to accept the claim, and provide a confirmation number and a claim ID number, and date of the claim.
FCL	16		There will be real-time verification of the claimant's social security

Category	Requirements		
			number(s) and identity.
FCL	17		Ability to prevent payment on the claim until the identity has been verified.
FCL	18		The system must be able to allow a change of Social security number because of the chance of duplicate social security numbers or fraudulent use of social security numbers, or a mistake.
FCL	19		Ability to process a claim without a social security number if desired by the agent.
FCL	20		Ability for the system to encrypt the PIN number or any personal data used solely for the purpose of authentication of a claimant's identity.
FCL	21		The system will accommodate non-citizens by capturing alien registration number and country of origin.
FCL	Eligibility Checks		
FCL	22		Ability to file a claim without entering the employer at the time of filing.
FCL	23		Ability to accept a claim with any type of employment and program code, such as, military, federal, and combined wage claims.
FCL	24		Use logic in the eligibility questioning. Depending on the type of claim, there will be different types of applications, and thus different questions asked of the claimant.
FCL	25		Eligibility questions are asked, and if an issue is detected, claimant is given a chance to verify and/or change the answer.
FCL	26		If an issue is detected after the claimant has been given a chance to change an answer, then the issue is given to UI agent. (See Communication requirements.) Certain issues will be transferred to either a web agent, chat room, or UI agent, if necessary.
FCL	27		There will be the ability to go to a UI agent anytime the claimant wishes to be connected during the process. If the time is not during agent hours, there will be a method to leave a message for the UI agent to reply to the claimant.
FCL	28		If there is a monetary eligibility issue, the system will prevent monetary determination, and trigger a claims agent appointment to resolve the issue, and also be able to request more information from the claimant or employer.
FCL	29		Determine if earnings were paid after the last day of work.
FCL	Cross Checks and Issues on the Claim		
FCL	30		Ability to cross check for duplicate wages on prior claims, or Social Security Disability for any existing claims.
FCL	31		Ability to perform cross match validation across external files (such as USCIS for an alien number) multiple times, if necessary.
FCL	32		Ability to cross check against Inmate Locator to determine if the claimant is incarcerated.
FCL	33		Ability to cross check ODS to determine if claimant is a new hire, and is now working.
FCL	34		Ability to perform cross check with such systems as the Motor Vehicle Commission (MVC) to verify claimant's identity.
FCL	35		Ability to cross check Residency Assignment System (RAS) to determine if the address is valid.
FCL	36		Ability to cross check claimant name against the wage information supplied by the employer.

Category	Requirements		
FCL	37		Ability to cross check any outstanding overpayments for this claimant on other claims.
FCL	38		Ability to cross check for active claims in other states by polling from ICON (batch), using claimant's social security number. .
FCL	39		Ability to cross check for valid social security number from The Social Security Administration (SSA) through ICON.
FCL	40		Ability to cross check other social security numbers that are claiming the same dependents (against the ODS wage file), or to verify the spouse and claim dependents employment status.
FCL	41		There will be the ability to access the electronic vessel log HAND system to determine vessel registry state, and which states are liable for unemployment benefits for maritime claims. (Maritime workers will require agent intervention.)
FCL	42		Ability to confirm successful completion of cross checks.
FCL	43		There will be the ability for the system to detect missing information, notify the appropriate parties, and automatically be able to produce a letter requesting the specific information that is needed as a result of the cross checks.
FCL	44		Ability to detect issues for claims, to hold it and tag it with the issue type for further examination by a claims examiner. The issues will be stored to be carried forward for access for future claims.
FCL	45		Ability to enter dependents.
FCL	46		<u>Non-Covered Employment</u>
FCL		46.1	The system will be able to detect non-usable wages and record the reason, such as severance, potential non qualifying wages, and/or insufficient wages.
FCL		46.2	Ability for the system to determine that not all base year employment is usable, due to working part-time, severance, or gross misconduct.
FCL		46.3	Ability for the non chargeable employer to be put on hold and recalculate monetary based on the covered employment.
FCL	47		Ability to tag wages as used. Ability to tag wages reported as not usable for the current and future claims due to severance, part-time.
FCL	48		Ability to automatically withhold payment based on the type of issue identified, for example, the claimant is involved in a labor dispute.
FCL	49		Ability for the system to discover that the claim is a duplicate claim, and when discovered, then the system will be able to add additional information from the duplicate claim into the original claim, if applicable.
		49.1	Ability to pend a claim due to missing or incorrect employer FEIN# and to provide pended credit until actual FEIN# is received.
FCL	50		Ability for the system to discover the last state the claimant has worked.
FCL	51		The system will be able to detect requalifying wages by examining wage history.
FCL	52		Ability to flag a claim when requalifying wages have not been verified in the system.
FCL	Additional Disability Claims Crosschecks		
FCL	53		The system will be able to perform cross checks (real time or batch): <ul style="list-style-type: none"> <li>• COURTS</li> <li>• Morbidity Tables to access data on normal periods of disability eligibility</li> <li>• Social Security Disability system to determine if there</li> </ul>

Category	Requirements		
			are overlaps in collecting benefits from the Social Security Disability System through ICON.
FCL	54		Ability to cross check for disability claims and ODS, and vice versa, to ensure no overlap exists..
FCL	55		The system will be able to detect conflicts between unemployment insurance benefits collection and the disability period (from DDU and State Plan).
FCL	56		Ability to determine if a NJ workers' compensation claim has been filed and contested. When there is a contested workers' compensation claim, a form is sent to the claimant for placing a lien on the workers' compensation claim. The workers' compensation claim will eventually reimburse the UI fund.
FCL	Employer Charges		
FCL	57		Ability to determine if employers are potentially non-chargeable.
FCL	58		Ability to remove an employer from being charged before calculating monetary.
FCL	Claim Information		
FCL	59		The system will provide the claimant information and instructions. These include: booklet describing rights and responsibilities, a certification for filing benefits and instructions, dependency form (if applicable), and an instruction sheet on how to claim benefits. These can either be mailed or downloaded.
FCL	60		Ability to request separation or other information from the employer by mail or email. This includes for example, separation information - reason, payments after last day of work, and last day of work.
FCL	61		Ability to request additional information from the employer, such as weeks and wages, with or without FEIN #.
FCL	62		There will be the ability to request information from any interested party anytime during the process. Specific forms will be generated which are tailored to the request type. The forms will be bar-coded with claimant ID, claim ID, and form type. (See forms.). For example, for disability claims, the system will be able to request medical update information, or a Non Compos Mentis. Parties can enter the data in a secure web site, mail the information, or fax. The information will become part of the case file for that claim.
FCL	63		System will allow NJLWD agents to look up claims by different types of claims, (DDU and UI).
FCL	64		Claimants can access the status of the claim.
FCL	65		The system will provide a list of claims, past and present by claimant.
FCL	66		Ability to mail and email monetary determinations to claimants.
FCL	67		Ability to request out of state wages, federal or military wages through the ICON system.
FCL	68		Ability to calculate and display base year and lag period employment.
FCL	Actions on the Claim		
FCL	69		The system will schedule a reemployment meeting for the claimant at the appropriate One-Stop office, unless the work search is waived, such as for temporary layoff.
FCL	70		Ability to accept, provide confirmation number, claim ID #, and date of claim.



Category	Requirements		
FCL	71		Ability to assign a claim to a one-stop office.
FCL	72		Ability to assign a claim to any one of the adjudication center offices.
FCL	73		The system will automatically reassert the claim when a claimant's address changes to out of state, and claimant is not a commuter.
FCL	74		The system will have the ability to capture earnings according to business rules, such as if the claimant's last day of work was greater than the date of claim, or date of additional claim. The earnings will automatically be applied to certification for that week.
FCL	75		Permitted roles will have the ability to post-date and back-date the claim, if for good cause, including an audit trail of the change. Example, transitional claims or additional reassertions would allow post-dating.
FCL	76		Permitted roles will have the ability to prevent payment on the claim throughout this process, with an audit trail.
FCL	77		Permitted roles may change the status of the claim, as the process continues. The status includes where the claim is being processed at that time, and also the results of the status, such as approved or denied.
FCL	78		The ability to store a history of statuses of the claim; such as, in progress, pending, approved, disapproved, etc. Ability to change these statuses, such as the removal of the pending status upon receiving proof of earnings.
FCL	79		Ability to remove claimant disqualification for such reason as claimant submits proof of earnings to overcome disqualification.
FCL	80		Ability for the claim agent or system (based on rules) to prevent payment of the claim due to issues.
FCL	81		The system will send separation notices to employer when the claim is valid or is pending a monetary determination.
FCL	82		Ability to post-date or backdate a claim
FCL	83		Canceling a claim:
FCL		83.1	Ability for internal agent or claimant to cancel or withdraw a claim. When withdrawn, the wages that had been marked as used will be released for future use.
FCL		83.2	The agent or system (business rules) will have the ability to delete incomplete claims. The deleted claim and the agent ID will be stored in an archived file for a specified timeframe before being permanently deleted.
FCL		83.3	The system will provide the agent with information on overpayments resulting from the claim being canceled.
FCL		83.4	Notification of the canceled claim will be mailed to the claimant.
FCL		83.5	Ability for the agent to reverse a claim cancellation at any time.
FCL	84		Ability to file interstate agent claims if New Jersey is not the liable state.
FCL	85		Ability to transmit claimant information such as social security number, name, address, to AOSOS (America's One-Stop software) to create a pending employment application.
FCL	86		Ability to change a program code on an existing claim, and if this is not possible, then pre-populate new claim with existing claimant information.
FCL	87		Ability for the system to determine that not all base year employment is covered, and thus the non covered employer is put on hold and the monetary is recalculated based on the covered employment.

Category	Requirements		
FCL	88		Ability to capture UCX, and possibly UCFE lag wages for assignment to NJ for a future NJ claim, or possible transfer to another state.
FCL	Specific Actions for Disability Claims		
FCL	89		There will be the ability to create a skeleton disability claim from the information triggered by the DABS system.
FCL	90		The system will be able to detect that a claimant has a UI claim and was disabled prior to the date of the UI claim. The system will be able to:
FCL		90.1	Cancel the UI claim and set up the weeks in overpayment.
FCL		90.2	Create a skeleton DDU claim.
FCL		90.3	Recreate the compensable weeks paid from the prior claim that are eligible on the new claim.
FCL		90.4	Carry the overpayment amount to the new claim for the weeks previously paid.
FCL		90.5	Offset the overpayment in the new claim when recreating eligible weeks.
FCL	91		The ability to enter medical information, such as prognosis date, dates of procedures, dates of doctor's visits, morbidity codes, and when claimant is scheduled for an impartial exam, and diagnosis.
FCL	92		Ability to enter additional information throughout the process, such as prognosis date, additional wages or medical information, etc.
FCL	93		The system will not charge the employer for disability claims.
FCL	94		Disability during unemployment can be used to offset UI and State Plan overpayments.
FCL	95		Ability to notify that the claimant has recovered, and can go back to unemployment which results in automatically recalculating the monetary and notify the claimant.
FCL	96		Once the claimant has recovered from disability, the system will notify the claimant how to reapply for unemployment by generating instructions.
FCL	97		Ability to track a medical appointment with a state approved impartial physician. The system will notify the claimant of the appointment (See Scheduling).
FCL	98		Ability to generate forms for extension of prognosis or date of recovery, which is sent to claimant. (See forms and Workload Tracker.)
FCL	99		When claimant has recovered, the system will automatically generate a form for filing the UI claim.
<b>Processing Duplicate Claims (external to NJ)</b>			
DCL	1		Ability to cancel a duplicate NJ claim for these reasons (system will send notification to the claimant):
DCL		1.1.	If claimant opts for out of state claim.
DCL		1.2.	If wages are correctly assigned to other state for a duplicate claim
DCL		1.3.	If DDU claims examiner cancels the claim
DCL	2		Ability to send request for wages to employer if duplicate claim is for an employer within NJ.

Category	Requirements		
DCL	3		Ability to request recovery of overpayment from out of state if UI cancels the NJ claim.
DCL	4		Ability to establish an overpayment and/or monetary recalculated for these reasons:
DCL		4.1.	The monetary will be recalculated if the system determines that out of state wages cannot be used because the other state's claim is exhausted or the benefit year has ended.
DCL		4.2.	Wages returned to FCCC (wages correctly assigned to other state); NJ UI claim not cancelled.
DCL		4.3.	Wages returned to other state (wages correctly assigned to other state) NJ UI claim not cancelled.
DCL		4.4.	Wages correctly assigned to other state; NJ UI claim not cancelled, and NJ requests recovery from other state.
DCL		4.5.	Wages correctly assigned to other state; NJ claim not cancelled.
DCL	5		Ability to proceed with NJ claim if claimant opts for NJ claim.
DCL	6		Ability to provide an audit trail of all activities on a claim associated with its program code.
DCL	7		Interfaces with ICON.
DCL		7.1	Ability to notify the other state through the ICON system to cancel their claim and return wages to FCCC, if applicable.
DCL		7.2	Ability to send return wages to FCCC if not being used in New Jersey, either automatically based on business rules (such as claim being invalidated or cancelled), or manually.
DCL		7.3	Ability to notify FCCC that wages are not being used in NJ.
DCL		7.4	Ability to request wages from FCCC.
DCL		7.5	Ability to receive notification from federal/military (FCCC) or another state that the claimant has filed a claim in another state in addition to NJ, and the wages have already been used to establish that claim.
DCL		7.6	Ability to access information from the ICON system to compare claimant information on both out-of state and NJ claims to determine correct state of assignment.
DCL		7.7	The system will have the ability to use the NJ SUCCESS System to pre-populate the appropriate ICON interface screens for withdrawing the NJ claim.
DCL		7.8	The system will have the ability to create an overpayment and interface with the ICON system and request reimbursement from the other state if the NJ claim is withdrawn.
DCL		7.9	Ability to return out of state wages to another state.
DCL		7.95	Ability to credit other state on quarterly bill if out of state wages were returned and resulted in an overpayment.
<b>Claimant Certifies for Payment</b>			
CP	Validation		
CP	1		Ability for the system to verify that a claim exists by verifying social security number, pin #, or verifying other data, such as date of birth, claim ID, mother's maiden name, or other secret questions.
CP	Filing		
CP	2		Ability for claimant or UI agent to file payment certifications by different means; phone, web, system screens, fax, or by mail (special circumstances.)
CP	3		Ability for system to retrieve all claimable weeks, determine what weeks are timely, and whether the claimant wants to claim those weeks.

Category	Requirements		
CP	4		Ability for the system to allow the claimant to certify for more than two weeks at a time (for such reasons as retroactive eligibility for extended benefits).
CP	5		System will use intelligent questioning based on claimant's work search criteria, (such as temporary layoff, student, TRA, union member). The questions include availability for work, and ability to work.
CP	6		System will have the ability to record that the claimant has returned to full-time work, including the work date, and name and address of employer.
CP	7		System will prompt claimant for special conditions. For example, system will determine when earnings are required due to the last day of work and none were reported for filing. The system will prompt the claimant for the earnings. Also, the system will request earnings of the claimant if working part-time, or a break in part-time employment for the possibility of a separation issue.
	8		The system will record earnings and type of earnings, such as hourly, holiday, or vacation pay.
CP	Cross Checks and Analysis		
CP	9		System will determine when weeks are not timely, or the claimant has filed too soon, or wrong day.
CP	10		System will determine if benefits can be paid for the week(s), based on the answers to the eligibility questions. System will be able to prompt claimant to validate the answers. (See Questioning.)
CP	11		The system will advise claimants if claim is not payable due to a payment prevention issue. The claimant is provided with the reason, and the potential pended credit for the weeks claimed.
CP	12		Ability to advise the claimant that the advised week is not payable (for example, the claimant has full time wages, or the pension reduction or partial disqualification is greater than the maximum benefit allowance for that week).
CP	13		Ability for the system to determine if claimants reporting income is deductible according to business rules.
CP	14		The ability for the system to determine if an additional claim is needed due to excessive hours/wages, or if partial to no earnings.
CP	15		Ability to record eligibility issues associated with the claim.
CP	16		Ability to determine that the claimant may not be paid for a specified period of time (such as the first full week out of work ("waiting week"), until the claimant has been out of work for a specified period of time).
CP	17		Ability for the system to determine that the claimant has exhausted all benefits with current certification or has reached benefit year end (BYE). If the benefit year has ended, file a new claim. If the benefit year has not ended and the funds are exhausted, then the system will prompt the claimant for filing an extension, out of state claim, or special program. The system will use business rules to determine whether to offer the claimant to file for extension, or to file for special program. The system will search for funds available from the fund source (State, Fed, Workforce Development, UI, etc.), the applicable time periods that apply, and the priority that is assigned to the fund. The system will then provide the proper method for filing to the claimant.
CP	18		The system will have the ability to determine if the claimant requires profiling services, based on the criteria supplied by Labor Planning and Analysis.
CP	19		Ability to determine if claimant is entitled to a benefit check when the claimant moves out of the country.

Category	Requirements		
CP	20		Ability for the system to determine if the claimant has an outstanding overpayment in another state or in NJ.
CP	21		System will notify claimant of potential amount of check and claims balance (obtained from Process Payments).
CP	22		System will check the last week previously paid for earnings for special actions based on business rules.
CP	23		System will check that claimant does not report earnings for a week already paid, avoiding duplicate payments.
CP	Special Actions		
CP	24		Ability for the system to decertify a payment (for example, when the claimant advised UI or DDU of an error in certifications).
CP		24.1	If the decertification occurs the same day as the original payment, then the transaction may be cancelled.
CP		24.2	If the decertification does not occur the same day, then:
CP		24.21	If check is returned, it is redeposited and the correct payments are issued.
CP		24.22	If the check is not returned, allow the adjustment of payment, and establish an overpayment or underpayment resulting from the adjustment.
CP	25		Ability for the system to automatically schedule the claimant for nonmonetary appointment and prevent payment on the claim if specified issues exist, such as answers to eligibility questions, or claimant is pursuing untimely payments.
CP	26		Ability for the system to trigger auto-reasserted or additional claims based on business rules. (See Filing a Claim.)
CP	27		Ability for the system to file a transitional claim when the benefit year end has been reached and the claimant is filing certification for the last week of the benefit year, or there is no immediate return to work date. If multiple benefit programs exist, then the claimant may choose a benefit program.
CP	28		Ability to associate social security numbers with days of reporting.
<b>Wage Reporting</b>			
WR	Wage Categories		Ability to record different types of wages, such as hourly, severance, holiday, etc.
WR	1		Ability to change from one wage type to another, such as: claimed wage amount to severance amount.
WR	2		Ability to compare reporting from Employer Accounts with employee reporting (for payroll records, weekly employee timesheets, weekly dates worked and additional requested information from employers on wages or hours worked, and the last day of work before the claim date against the claimant's reporting of wage amount and period worked). Conflicts will be noted.
WR	Non-Charging Accounting		
WR	3		Ability to account for non-charging claims due to:
WR		3.1	Claim is denied due to nonmonetary issues
WR		3.2	Employer is relieved of charges, for example, gross misconduct.
WR	4		Ability to charge a general fund because employer can't be charged (example: employer cannot be assigned a FEIN#, agricultural worker, or state extension).
WR	Employers Changes and Charges		
WR	5		Ability of the system to determine employer's potential liability.

Category	Requirements		
WR	6		The system will run a cross check to determine if employer's FEIN number is valid or has changed, and its effective date.
WR	7		Ability to determine if employer meets potential non charging criteria, ex. Claimant has worked and earned sufficient weeks and wages to remove any potential disqualification from being separated from that employer.
WR	8		Ability to amend employer wage information.
WR	9		Ability for the system to calculate or recalculate employer charges for such reasons as the employer payment option has changed during the base year, or a nonmonetary issue.
WR	10		The system will have the ability to transfer wages from an old FEIN# to a new FEIN# if it changes for total or partial status.
WR	11		Ability to calculate employer penalties for wage affidavits.
WR	12		Ability to adjust employer charge due to change of weekly benefit rate to the claimant during an established benefit year.
WR	13		Ability to adjust charges to employers due to an error that occurred in a previously paid week from a monetary or nonmonetary determination, or incorrect earnings were reported.
WR	Interfaces with Employer Accounts		
WR	14		Ability to send quarterly to Employer Accounts: employer charge amount paid, broken down by claimant and week, and by contributing or reimbursable.
WR	15		Ability to report wage affidavits penalties to Employer Accounts System.
<b>Calculates Monetary</b>			
CLMO	Claimant Calculations		
CLMO	1		Ability to determine the base period of the monetary based on the effective date of the new claim. This calculation uses the date of the claim and abstracts the first four quarters of the last five completed calendar quarters immediately preceding the date of the claim.
CLMO	2		Ability to calculate a potential monetary determination for a date of claim which exists in a future quarter or past quarter.
CLMO	3		Ability to trigger the Payment Process to recalculate benefits based on business rules.
CLMO	Pension Calculations		
CLMO	4		Ability to determine type of pension, such as lump sum.
CLMO	5		Ability to calculate a pension reduction based on the amount of lump sum pension date of birth, using an actuary table on expected life expectancy.
CLMO	6		Ability to determine if pension is from a non base year employer.
CLMO	7		The system will allow monthly pension amounts and select employer contribution to calculate pension deduction as a result of nonmonetary determination.
CLMO	8		Ability to determine benefit year end by reviewing the effective date of the new claim and using the limit of 364 days, excluding the date of the claim.
CLMO	9		Ability for an interested party to request a monetary calculation. For example, the UI agent will enter weeks and wages to produce a monetary determination.
CLMO	10		Ability to perform recalculations for reasons including:
CLMO		10.1.	Additional wage information received
CLMO		10.2.	Nonmonetary determinations on issues
CLMO		10.3.	Employers on hold

Category	Requirements		
CLMO		10.4.	Out of state or federal/military wages being removed
CLMO		10.5.	Invalidating or canceling a claim
CLMO		10.6.	Selection of calendar week option (Need base week and week wages totaled by different employers)
CLMO		10.7.	Dependencies
CLMO		10.8.	New information, such as employer FEIN#
CLMO		10.9.	Agricultural worker identification, etc.
		10.10	Employer FEIN# established.
CLMO	11		Recalculations will occur after all information requests (see Workload Tracker) are received, or according to business rules of period of time. Recalculations are tracked.
CLMO	12		Ability to calculate a combined wage claim (at least 2 states).
CLMO	13		Ability to retrieve base period and lag weeks and wages by claimant's social security number.
CLMO	14		Ability for the system to calculate potential and actual weekly benefit rate and partial weekly benefit rate. The agent may make adjustments and recalculate the monetary.
CLMO	15		Ability to retain unused lag wages for potential future use.
CLMO	16		The system will have the ability to divide the monthly pension amounts into weekly pension amounts.
CLMO	17		System will calculate base years for transfer of wages from another state.
CLMO	Claim Exceptions		
CLMO	18		Ability to determine that a claimant has reached a maximum weekly benefit rate, and therefore not allow additional benefits, such as dependents.
CLMO	19		Ability of the system to automatically add dependents benefits if the weekly benefit rate allows this benefit. Ability of the system to add back the dependents benefits if the weekly benefit rate has changed and now allows additional benefits.
CLMO	20		Ability to flag weeks and wages as unusable if affected by prior nonmonetary determinations (such as corporate officer, GMC, alien, and school employee). The system will calculate the monetary without those wages.
CLMO	21		Ability to withhold questionable wages from the potential and actual monetary determination.
CLMO	22		The calculation will be suppressed if the claim is affected by nonmonetary issues that may impact monetary. Once resolved, the system will calculate or recalculate monetary.
CLMO	23		The system will present a set of questions to the claimant (See Questioning Process) to lead to the system possibilities of a combined wage claim, or out-of-state claim if the claim is invalidated due to insufficient wages.
CLMO	24		The system will allow calculations based on alternative base years based on business rules. Examples:
CLMO		24.1	If the claimant does not meet eligibility requirements, the system will provide the claimant with option to use alternative base year to establish eligibility.
CLMO		24.2	Due to disability criteria.
CLMO	25		The system will allow calculations using the calendar week option if the claimant disputes a monetary calculation and the claimant meets the criteria for calendar week option.
CLMO	26		System will calculate monetary for special programs, such as DUA, reflecting the mandated laws.

Category	Requirements		
CLMO	27		Ability to allow claimant to protest weeks and wages provided. The system will track the pending monetary issues in an agent work queue. If the claim is valid, the monetary calculations will be based on the existing weeks and wages unless the claim is out of state or federal/military, which are pended. The monetary will be recalculated upon receipt of weeks and wages information.
CLMO	28		Ability to review prior claims and current claim for issues that may impact the monetary on the current claim, such as gross misconduct, overlapping base years, severance pay and part time employment. The system will run a cross check verifying that the claimant's wages are not being used for previous or current claims, or that a prior claim had an employer on hold.
CLMO	29		The system will allow for remuneration in lieu of wages, and will apply the appropriate formula to calculate the wage amounts.
CLMO	30		The ability for the system to establish a new benefit rate during the benefit year for Board of Education employee, or professional athletes. Monetary will be recalculated only as of the new effective date, according to business rules.
CLMO	31		Ability to calculate a monetary based on an alternate base period when claimant qualified for disability.
CLMO	Employer Exceptions		
CLMO	32		Ability to assign a temporary employer number on an exception basis, so that a claim can be processed for a questionable, non-existent, or invalid employer FEIN#.
CLMO	33		If there is a disputed monetary calculation, the system will generate a request to the claimant's employer for a weekly break down of wages. The request is based on the appropriate base year of the claim. The request will be tracked (see Workload Tracker). When the information is received, the system will recalculate monetary.
CLMO	34		The system must capture whether the monetary is based on an affidavit and what employer did not respond to the request for wage information. The system will use the date that the employer finally returned the request for wages and separation in the recalculation of claimant's monetary (the period of time that the claimant is not liable). See Business Rules.
CLMO	35		The system will allow for employers to be placed and removed from hold status. The changes in status must be documented with the reason for the change of status.
CLMO	36		If an employer status is on hold, the employer wages cannot be used in the monetary calculation for the claimant. When the hold status is removed, a recalculation occurs using the appropriate wages.
CLMO	37		Ability to display to the agent or claimant several monetary calculations based on criteria set in business rules.
CLMO	38		Ability to assign base years to out of state employers.
CLMO	Interface Requirements		
CLMO	39		If the request for disputed weeks and/or wages is for out-of-state, then the request is logged through the ICON system.
CLMO	Monetary Determination Notifications		
CLMO	40		The system will send the latest monetary determination or revisions to the interested party. If there is more than one determination in one day, the system will only send the most recent. The system will only send revisions if there is a change to the monetary determination.
<b>Processing Payments</b>			
BP	Cross checks		



Category	Requirements		
BP	1		Ability for the system to perform batch cross checks such as: ODS to ensure that the claimant is not yet working, Social Security Disability File for DDU claims, IBIQ, Courts (for workers' compensation), and NJ Department of Corrections Inmate Locator.
BP	2		Ability to check if payment is a DDU payment. If it is, then a certification is not issued, and claimant is sent a form requesting recovery date or return to work, if applicable.
BP	3		Ability to determine if the claimant is entitled to a benefit check when the claimant moves out of the country.
BP	4		Ability of the system to detect that the claimant has moved to another country, and to detect if the country is part of the UI agreement and still allow benefit payment.
BP	5		Ability to set pends and reasons for the pends based on the cross matches. The pended claims will be put into a workflow for examination. (See Workflow). Multiple pends will be able to be set independently.
BP	6		Ability for the system to suspend checks to other countries, or automatically refer the issue to an agent following business rules.
BP	7		Ability to cross check against extensions for those claimants in special programs, such as TRA and ABT.
	Payments		
BP	8		Each claim may have multiple payments.
BP	9		The system will record the transaction type of payment, such as partial, offset, or the last payment, as well as the source of the funds. The payment method will also be recorded, such as electronic transfer or check.
BP	10		Ability to create a benefit check, electronic transfer overpayment offset, pended credit, underpayment check, or direct deposit.
BP	11		Ability to send electronic transfer, check, check receipt and certification for future benefits to claimant using preferred method of contact.
BP	12		System will issue payment statement and next certification to the claimant.
BP	13		Ability for payment or credit for offsets to overpayments to be made to other states with the claimant's social security number on the check.
BP	14		Ability to issue replacement checks to either the claimant or third party representative. The system will record the reason for the replacement, such as damaged check, death of claimant, affidavit of forgery. System will have a message on the receipt that it is a replacement check, week endings, and check number. Also, system will record the original check information it replaces.
BP	15		Replacement checks could be a different dollar amount if the dollar benefit amount has been changed.
BP	16		Ability to consolidate multiple claimant payments or transactions into one electronic transfer. The system will pay as many weeks as the claimant is eligible in one transaction.
BP	17		Ability to notify DDU if future payments have been prevented.
BP	18		Ability to pay claimant (despite issues) because of a hardship; the ability to override system to produce a check.
BP	19		Ability to track that a check was cashed.
BP	20		Ability to redeposit a returned check from the claimant. Ability to reissue check with the corrected amount.
BP	21		Ability to view and print imaged checks (front and back) from UI bank.
BP	22		Ability to segregate out of country checks to achieve proper postage.
BP	23		Ability for the system to file a tracer for any missing payment, direct deposit, or check. The system will track the progress of a missing transmission or check.

Category	Requirements		
BP	24		Ability to deduct partial disqualification earning in the payment calculation.
BP	25		Replacement checks are generated by the system. A replacement check must have a message on the receipt explaining it is a replacement check and for what week endings and check number. Ability to reissue a damaged or unusable check.
BP	26		The system must be able to provide Accounting with the replacement check information and the original check information which it replaced.
BP	27		Ability to issue reimbursement check to other states.
BP	28		Ability to refund or reimburse amount in excess of overpayments, for example, multiple payments or reversals of overpayments. The reimbursement must be tagged by program source for reconciliation.
	Payment Calculations and Actions		
BP	29		The system will stop all payments for claimants in a special program (TRA, ABT, etc.) when extension is available, and trigger the filing of a new extension claim.
BP	30		The system will apply benefits payable to the outstanding overpayment to pay other states or offset the NJ overpayment.
BP	31		Ability to view all eligible payments.
BP	32		System will calculate amount of check based on claim balance, offsets of overpayments, and potential deductions, such as FIT, pension, and garnishments.
BP	33		Ability to determine if underpayments or overpayments must be created; then to create underpayment of benefits, or overpayment to claimant (Examples: as a result of investigations, new monetary determination, or NJ transfer of wages).
BP	34		Ability for the system to show deductions from the claim amount in the check statement, such as garnishments and FIT.
BP	35		Ability for the systems to track the overpayment amount type and date of overpayment. The system will be able to break down overpayments individually. The overpayment offsets must reference the program code on which the overpayment had originated.
BP	36		Ability for system to withhold amount of child support garnishments from claimant's weekly benefit amount, and forward the amount to appropriate court or county.
BP	37		Ability for the system to tag garnishment money to multiple counties.
BP	38		Ability to record amount of money withheld from claimant's benefits, and reason (such as FIT, garnishment).
BP	39		Ability to apply appropriate holiday and/or vacation pay to appropriate weeks from the reporting at initial claims filing.
BP	Calculation Adjustments		
BP	40		Ability to recalculate benefit payment to claimant due to error.
BP	41		Ability to recalculate benefits for reasons such as reducing the wage amount because dollars have been transferred to severance dollars.
BP	42		Ability to adjust benefit payments for a claimant that reports adjusted earnings after they have been paid.
BP	43		Ability to offset overpayments with benefits from UI or any special program.
BP	44		Ability to offset written off overpayments.
BP	45		Ability for the system to prevent future payments for reasons such as a return to work date, recovery date prior to prognosis ending date, a disputed issue on a DDU claim, or during a period of

Category	Requirements		
			ineligibility or disqualification. Record the reason for the stoppage.
BP	46		Ability for the system to check for offsets, overpayments, or other issues, in order to automatically pay a claimant for underpayments.
BP	47		Ability to adjust account balances for employer and claimants with an audit trail of who made the adjustment, date, and reason- ex. returned check from claimant because the weeks were not payable.
BP	48		Ability to adjust overpayments and underpayments to claimant as a result of employer's new wage information.
BP	49		Ability for the system to adjust the benefit amount payable due to a pension reduction, partial disqualification, garnishment, or if claimant opted for Federal income tax withholding.
BP	50		Ability to adjust payments due to a nonmonetary conflict.
BP	51		Ability to refund or reimburse amounts that are excess overpayment, for example, due to multiple payments on same debt balance, modification or reversal of an overpayment.
<b>Adjudication for Nonmonetary Issues</b>			
ADNM	1		Ability to create a case file for the claimant with issues. If the issue is a missing employer FEIN#, and there have been previous cases, then new case may not need to be created.
ADNM	2		Ability to add, change, or delete issues with audit trail of changes.
ADNM	3		Ability to create a master work queue, with the ability to then funnel the tasks into individual work queues (see work queue requirements). The system will be able to sort tasks and appeals into individual work queues automatically, using the task priority to sequence the appeal, or manual prioritization. The types are:
ADNM		3.1.	Potential non-charging claims with no appointment
ADNM		3.2.	Potential non-charging claims that have an appointment
ADNM		3.3.	Claims with nonmonetary issues that do not have a non-charging issue.
ADNM		3.4.	Protest claims.
ADNM		3.5.	Appeal decisions with issues
ADNM	4		Ability to forward cases to Appeals.
ADNM	5		In addition, all the scheduled appointments are in the work queue. Scheduled appointments will contain the information for special needs (such as a language interpreter requirements, or claimant has no phone).
ADNM	6		Ability to choose a case file from the work queue, or choose to view the upcoming appointments. The system will present appointments from a given specified amount of time (the default is 1 week).
ADNM	7		The system will allow accessing either the detailed claim, or a summary of the claims. The summary information is:
ADNM		7.1.	Name, Claim #, social security number, email address, an indicator marking that employer forms have been included, date and time, job code, pend indicator, contact information for the claimant and employer, a list of issues, whether there is a non-charge issue with this claim.
ADNM		7.2.	Ability to add, change, or delete information from this file. (There will be an audit trail for any of these changes.)

Category	Requirements		
ADNM	8		The ability to deny the entire claim if any of the issues have the business rule of denying the claim, even if some of the issues would allow a payment, for example, gross misconduct.
ADNM	9		There will be the ability to view the images of forms attached to the claim, such as employer forms, doctor's forms, pay stubs, pension, etc. from the claim forms.
ADNM	10		The system will provide fact-finding forms, which are accessed by selecting an issue from the summary. There are at least 3 major templates. These are:
ADNM		10.1.	Separation Issues: employee name, last day worked, dates of employment FEIN #, telephone number, reason for separation, contact person, claimant job title, rate of pay, work schedule, partial disqualification deduction.
ADNM		10.2.	Non separation Issues: work schedule, ability to work, pension requirement, availability, last day worked, dates of employment, corporate officer, school, pension amount deduction. There will be a notes section for the claims examiner to enter notes.
ADNM		10.3.	Medical Issue: date disabled, dates of care, diagnosis, morbidity code, doctor, prognosis date, delivery date, license number, date signed, date surgery.
ADNM	11		Each issue of a certain category will then show the above fields with the date associated with that issue. Missing fields will be shown. The claims examiner will be able to fill in the missing data, if known.
ADNM	12		There will be the ability to drill down each issue as to the detailed reason for the issue, such as drinking on the job. When the detailed issue is chosen, then the associated guide card (set of questions) is presented. The guide card shows the relevant questions for that particular issue reason.
ADNM	13		Ability to track unresolved issues.
ADNM	14		Ability to update the claim information at any time during the process, including an audit trail of the change.
ADNM	15		The system will have the ability to schedule an appointment with the interested parties (see Scheduler). Also provide the ability to mail, email or question the claimant on the phone with the set of questions.
ADNM	16		Ability to digitally record the appointment and tie the recording to the claim for access.
ADNM	17		Ability to change data on the summary and fact-finding files, and add notes while holding the session, and after the session.
ADNM	18		Ability to process issues within a specified time period (see Workload Tracker).
ADNM	19		Ability to enter determination(s) and information for each issue. The determination data contains:
ADNM		19.1.	Facts, overpayment type (if applicable, fraud or non-fraud), cause of overpayment (such as error), reasoning, applicable dates, comments, eligibility or denial. If denial, then the claim can be denied for a time period depending on the type of issue that is causing the denial.
ADNM		19.2.	Ability to determine a partial disqualification.
ADNM		19.3	Ability to determine a disqualification or ineligibility for a set period of time, or indefinite.
ADNM		19.4	Ability for the system to end an indefinite disqualification or ineligibility.

Category	Requirements		
ADNM		19.5	Ability to set up an overpayment due to denying a claim.
ADNM		19.6	The ability to deny the entire claim if any of the issues have the business rule of denying the claim, even if some of the issues would allow a payment, for example, gross misconduct.
ADNM		19.7	Ability to perform redeterminations on each issue of a claim case. Ability to record these changes in determinations, including the ability to view the history of the preceding determinations for each issue.
		19.8	Ability to automatically unpend a claim with a missing or incorrect employer FEIN# when the correct number is received.
ADNM	20		Ability to view precedent decisions of other claims for a given issue.
ADNM	21		There will be the ability for claims to be grouped (such as a Labor Dispute Group based on occupation, or employer FEIN#). This function will then allow the claims examiner to create determinations and issues for the entire group, which can be overridden individually.
ADNM	22		The ability to create sets of questions (approximately 10) for additional information. The questions asked are similar to the Guide, but these questions are based on the higher level issue, not the drill-down. See Questioning Process.
ADNM	23		The system will send the latest nonmonetary determination or revisions to the interested party. If there is more than one determination in one day, the system will only send the most recent. The system will only send revisions if there is a change to the non- monetary determination.
ADNM	24		Ability to route document to appropriate department.
ADNM	25		Actions may result from adjudication due to the type of determination and type of issue. These actions include:
ADNM		25.1.	Trigger monetary calculation or recalculation
ADNM		25.2.	Relieve employer of charges
ADNM		25.3.	Charge the general fund
ADNM		25.4.	Edit information, such as separation codes
<b>Appeals</b>			
APP	Intake and Assignment		
APP	1		Ability for the system to create an appeal case for the claimant, resulting from the claimant, employer, or other interested party. The appeal case may be assigned a docket number based on business rules.
APP	2		One case file may cover multiple claims.
APP	3		Ability to prioritize the appeal.
APP	5		Ability to edit and dismiss an appeal.
APP	6		Cases will be able to be assigned by position level (ex. Examiner).
APP	7		Ability for the case to undergo multiple appeal levels, with each level adding information. The added information will be tracked by level, such as Appeal Tribunal, and Board of Review.
APP	8		The appeal levels may be remanded.
APP	9		Ability to consolidate multiple appeals under one docket number.
APP	10		Ability to scan in requests for appeals, (See Document Management, imaging.), with the ability to flag the claim with an appeal indicator.
APP	11		There will also be the ability to remand the appeal and task from the individual appeals examiner back to the Senior Claims Examiner. There will be a work queue of cases.

Category	Requirements		
APP	12		The ability for certain roles to view all claim information.
APP	13		Ability to create a master work queue, with the ability to then funnel the tasks into individual work queues. (See Work Flow requirements.). Ability to sort and assign the appeals based on issues, and the reviewers work load. The system will be able to sort tasks and appeals into individual work queues automatically.
APP	14		There will also be the ability to remand the appeal and task from the individual appeals examiner back to the supervisor.
APP	15		Ability to detect duplicate appeals. If a duplicate appeal occurs, ability to notify. The system will be able to append the information from the second duplicate appeal to the original appeal.
APP	16		Ability to generate form requesting additional exhibits. The system will track the types of exhibits requested and the date they arrive. (See Workload Tracker).
APP	Working with the Appeal		
APP	17		Ability to produce an Appeal Summary form with key information about the claim and appeal.
APP		17.1.	Information that is automatically filled in if known: Claim #, date of claim, claimant social security # (if permitted), address, employer contact information, issue code, date of protest (if applicable-protest is scanned).
APP		17.2.	Docket number (system assigns).
APP		17.3.	There will be the ability for certain roles to add more information into this summary form, such as reason for appeal, appellant, and decision information (text and date).
APP		17.4.	Later fields to be filled in: reason for appeal, appellant, Date of determination, disposition code, interested parties.
APP		17.5	The appeal process must be determined in a specified period of time (see Workload Tracker.)
APP	18		Ability to screen appeal for possible problems, such as timeliness issues. The appeal will be flagged with the potential problem.
APP	19		The system will be able to pull in relevant regulation text automatically from a regulations database.
APP	20		Ability to store and edit notification addresses for contacts to be used automatically for communications.
APP	21		Ability to trigger other processes and work queues based on business rules, such as the different types of examiners (adjudication, monetary, investigations, or disability). The Payment Process may also be invoked, if applicable.
APP	22		The ability for appropriate roles to dismiss the appeal, with the ability to document the dismissal reason and date, and notification to interested parties.
APP	23		Ability to notify interested parties by preferred method throughout the process. These notifications can be triggered by satisfying business rules.
APP	24		Ability for the system to perform pre-review validation check activities automatically, such as whether the appeal is timely (See business rules), and whether there has been a disposition code set by an appeal level (appeal tribunal).
APP	25		Ability to track status of appeal, such as hearing, determination, completed.

Category	Requirements		
APP	26		Ability to create mass appeals that are grouped together as one docket number with numerous appellants, ex. Labor Dispute. The system will notify all appellants of final decisions individually.
APP	27		Ability to access precedent cases for the relevant issues.
APP	28		Ability to modify an appeal the same day it is created, with the system only sending the amended appeal, not the original.
APP	29		Ability to automatically process a payment depending on the result of the case, such as pend or disqualification, charge or non-charge employer.
APP	30		Ability to set up an overpayment.
APP	31		Ability for the system to resend required documents.
APP	Scheduling and Hearings		
APP	32		There will be the ability to produce a screen for the decision, including decision text, decision date. The Scheduler process will be used to perform automated scheduling. Ability to invoke manually or automatically, such as scheduling an appointment with the appellant and nonmonetary or monetary agent. Scheduled events may be postponed and/or rescheduled.
APP	33		All interested parties are notified with the hearing acknowledgement letter, and accompanying appeal documentation. The mailing is done by the preferred method (ex. Mail, fax, or email); Email notifications require an email receipt.
APP	34		Ability to use a worksheet (fact-finding) template in preparation. The template includes all the information from the Adjudication templates, such as claim date, issues, weekly benefit rate, maximum benefit rate, examiner, dates of prior hearings, date of upcoming hearing, appeal date, alternate addresses, and preferred address for mailing. There will be the ability to view pertinent regulations based on each individual issue, pulled from a regulation database.
APP	35		There will be the ability to enter notes into the worksheet as well as the appeal summary screen.
APP	36		There will be the ability to enter recommendations.
APP	37		Ability to enter an appeal decision. There will be a section for decision date, date mailed, and the actual decision. There will be the ability to populate with stored paragraphs, laws, regulations, etc. There will be the ability to amend or correct the decision, with appropriate audit trails.
APP	38		There will be the ability to digitally record the hearings. (See digital recordings.)
APP	39		When the appeal decision has been entered, the system will be able to generate documentation to the interested parties, notifying them of the decision.
APP	40		The ability to automatically recalculate monetary, set up refunds, pay pended benefits if the decision requires it.
APP	41		Ability to record the action taken for the appeal: Affirmed, Modified, Reversed, or Remanded to a lower level.
APP	42		Ability to record storage information on exhibits, such as: date stored, type of exhibit, and the location.
APP	43		Ability to create subpoenas from templates, and to issue them.
<b>Investigations</b>			
INV	Allegations		
INV	1		Ability to receive an allegation of fraud about a claimant. This information could include: source of allegation, informant name, telephone number, address, claimant information, such as claimant name, claimant social security number, address, work location, car, license, wages, form of payment, etc. No fields are

Category	Requirements		
			required.
INV	2		A determination will be made whether the allegation information should be used to create a case file.
INV	Investigations Case File		
INV	3		Ability to create and prioritize a case file for investigations.
INV	4		One case file can cover multiple claims.
INV	5		Ability to record the status of the claim in Investigations.
INV	6		Ability to create an investigations case file for the investigation process: investigation number, date created, source, investigator, priority, date of determination, etc.
INV	7		Ability to record the reason for the investigations, such as: wage benefits conflicts (about 75%), complaints hot line, another person, claimant, employer, cross matches with system (New Hire, SSD, deceased, another state, incarceration), and an allegation.
INV	Cross matches		
INV	8		Ability to run cross matches at any requested time as per business rules with other systems, such as New Hire, SSD through ICON, Deceased, ICON, NJ SUCCESS wage data (for wage benefit conflict cases), and Incarceration.
INV	9		Ability to record issues obtained from cross matches. Issues will be included in the investigation case file, and will be put into a work queue based on business rules. (Example. Claimant appearing on a New Hire cross match.)
INV	10		There will be business rules that will highlight a claim with issues that would prompt an investigation.
INV	Actions		Ability to request wage and hours information from an employer. The employer can enter the wage employment information via secure website, fax, or mail the information. The information becomes part of the case record.
INV	11		Ability to compare reporting from Employer Accounts with employee reporting (See Wage Reporting). Ability to compare reported wages from NJ Division of Taxation with claimant's reported work history for potential conflicts.
INV	12		Noted conflicts will automatically be put into the relevant work queue for further examination.
INV	13		The system will be able to determine the number of weeks in conflict, and the dollar amounts affected. Business rules will determine whether to notify the claimant.
INV	14		Ability to view imaged quarterly report (WR-30) from Employer Accounts system.
INV	15		Ability to trigger the Payment Process, nonmonetary Determination or Overpayment processes as a result of determinations.
INV	16		Ability to set up back pay award from an employer by denying claimant benefits.
INV	17		Ability to calculate fines.
INV	18		Ability to set the disqualification period for fraud or overpayment.
INV	19		Record the final overpayment amount and any fines or disqualifications imposed.



Category	Requirements		
INV	20		The system will generate Demand for Overpayment Notices and remarks to document action taken.
INV	21		Ability to send notification of pre-determination to claimant prior to establishing overpayment; notice lists weeks/wages in potential conflict, and potential overpaid amount.
INV	22		Ability for claimant to request a telephone fact finding, or request a fact finding hearing.
INV	Check Confirmations		
INV	23		Ability to view and print imaged checks from UI bank.
INV	24		Ability to send and receive affidavits of forgery to claimant.
INV	25		Ability to record decision and forward to bank.
INV	26		Ability to record bank response – Agree, Disagree, etc.
INV	Hearings and Determinations		
INV	27		Ability to schedule a hearing (Scheduler), with all interested parties, including employer, claimant, and investigator. All parties will be contacted. The meeting information will contain the date, time, time period under investigation.
INV	28		Ability to record determinations, which will include information on amount for overpayment, fines, and/or disqualification period, and week endings. The determination will be mailed to interested parties and, optionally sent by preferred method.
INV	29		Ability to digitally record the hearing and decision (See Digital Recordings).
INV	30		Ability to store a hearing decision with the investigator, date, and investigator name.
<b>Overpayment and Collections Process</b>			
OVC	Creating the Overpayment		
OVC	1		Ability to create and track multiple overpayments for one claim. Each overpayment will be assigned a unique accounts receivable number.
OVC	2		Ability to set up overpayment setup date.
OVC	3		Ability to record overpayment information such as claimant, claim ID, type of overpayment (such as Appeal Tribunal, disqualification, etc.), amount overpaid, week ending date, overpayment means, detection code, status (such as ok, default, completed).
OVC	4		Ability to record reason for overpayment, such as wage benefit conflict, non monetary/monetary determinations, fraud determination, criminal prosecution, or agency error.
OVC	5		Ability to create overpayment notices, and ability to send these to claimant. Ability to resend these, if necessary. The notice contains the date, how sent, reason for overpayment, address, claimant, weeks, amount, reason, and disqualification period. There will be an audit trail of all correspondence sent to the claimant.
OVC	6		Each claim may have multiple overpayments. The system will automatically assign a ranking priority to the overpayments, based on business rules.

Category	Requirements		
OVC	7		The system will be able to create an overpayment if necessary resulting from a claim being cancelled (ex. incorrectly assigned wages).
OVC	8		Ability to track all cross match results performed for overpayments.
OVC	9		If business rules dictate, the system will request reimbursement or reimburse another other state. (See NJ Transfer of Wages).
OVC	10		Ability to offset the Overpayment dollars owed for UI and State Plan; for example:
OVC		10.1	Subtracting tax dollar refunds from the overpayment dollars owed.
OVC		10.2	Disability during Unemployment benefits
OVC		10.3	Special program benefits
OVC	11		The potential overpayments will be put into a work queue for review and approval.
OVC	12		Ability to track the State Plan overpayments, which can be used as an offset to payments to UI.
OVC	13		Ability to record a claimant dispute about an overpayment, and ability to forward to appeals based on business rules.
OVC	14		Ability to calculate interest on overpayments, including fraud.
OVC	15		Ability to send notices of overpayments (initiated, actions, and offsets) to the claimant, which occurs the next day and includes all transactions on this notice, including the original overpayment with any offsets that have occurred the prior day.
OVC	16		Ability to track the age of the accounts, and flag delinquent accounts for prevention of further payments.
OVC	Claimant's Payment and Deposits		
OVC	17		The ability to record a claimant's Payment Plan information, including claimant ID and claim number. If a payment is received against multiple overpayments for a claim, the system will allocate the claimant's payments to the appropriate overpayment type based on rules.
OVC	18		Total amount owed, promised amount, monthly amount. The ability to cross check the receipt of the payment plan against the payment notice that was sent to the claimant previously.
OVC	19		Ability to record the claimant's payment(s) on an overpayment. The system will record the dollar amount received, the claimant ID, the dollar amount, remittance type (money order, check, cash), and check number, if applicable. The system will compare the dollar payment against the dollar amount promised by the payment plan.
OVC	20		System will deduct the payment from the amount owed to maintain a current balance.
OVC	21		System will assign a daily batch identifier, total daily amount, and Bank ABA number.
OVC	22		The system will reconcile claimant ID and total amount received from the bank.
OVC	23		System will prepare monthly Statements of Account for each claimant that itemizes each overpayment. This information includes: statement date, claimant ID, claim #, claimant address, extra text, payment coupon for next month, and then by overpayment: payment dates, payment amount, balance, total amount paid, fine amount, interest amount, total amount owed, amount offset, if applicable.

Category	Requirements		
OVC	24		Ability to generate a list of claimants without payment plans or payments in good standing.
OVC	Waivers and Suppression of Collections		
OVC	25		The system will perform cross checks to consider an overpayment waiver. For example, it will crosscheck against the SSD system (for permanently disabled) through ICON, Health and Human Services (for deceased), and Superior Courts Pacer System (for bankruptcy).
OVC	26		The system will be able to track waivers, which are actions that will alleviate the overpayments. The types of waivers are: non-fraud, disabled, deceased, bankruptcy, and equity and good conscience. The information to be kept about a waiver is: waiver amount, waiver request date, waiver type (ex. Bank), waiver subtype (ex. Chapter VII, XIII), waiver status, waiver action (suppress, or non-suppress), date, and person making the waiver decision. Dollars waived (by fund type, i.e. UI, federal, interest) must be tracked for Accounting and for ETA-227 purposes.
OVC	27		Waiver requests will go into a work queue for review and decision making.
OVC	28		Ability to suppress collection activities stored with the reason for the suppression.
OVC		28.1	Collections will be suppressed if notifications have been returned due to a bad address.
OVC	29		Collections can be suppressed due to write-off.
OVC	Default in Payments		
OVC	30		When a payment is overdue after a specified number of days, a notification (final warning) will be sent to the claimant.
OVC	31		The system will be able to record collection actions taken, with type of action, action date. Collection activities can include an automated telephone dunning on a delinquent overpayment case file. These contacts also will be recorded.
OVC	32		The system will automatically record an overpayment status of "default" if the specified number of days has passed without a payment.
OVC	33		Default status overpayments will automatically be fed to a work queue for review for Certificate of Debt (COD). The default status may be reviewed by personnel, and changed with an audit trail if there is good reason to change it.
OVC	34		Ability to produce a COD for any overpayment and a tracked sending of COD to the Department of Justice (See Workload Tracker).
OVC	35		System will cross check against the ODS New Hires and wages to be considered a candidate for wage garnishment.
OVC	36		Ability to produce a report for potential write-offs to the Department of Treasury, including: overpayments by claim with program code for specified time period. The specific data includes principal, penalty, and interest amount, which will stop the collections process.
OVC	37		Ability to create a Writ of Execution for wage garnishment to the Attorney General (See Workload Tracker).
OVC	38		Ability to change status of overpayment to write-off, which will stop collection activities, and to reverse the write-off, which will initiate the collection activities.

Category	Requirements		
OVC	39		Ability to track written-off and non-written-off part of the overpayment.
OVC	Closeout		
OVC	40		The system will be able to detect when the dollars owed by the claimant for a claim is 0 (all overpayments for the claim are paid).
OVC	41		The system will record a closeout with the closeout date and which claim has been paid off for the claim's overpayments. The system will stop collection activity.
OVC	42		System will produce a Letter of Satisfaction (if no COD was filed) which shows that the overpayment has been paid off. Each overpayment is tracked separately for aging, write off, bankruptcy, reporting purposes, etc. (The business rule will be either that the letter will be produced after a specified number of days, or that the letter of satisfaction approval will go into a work queue for approval before being sent to the claimant).
OVC	43		System will produce a Warrant for Satisfaction (if COD was filed) which shows that a specified overpayment has been paid off. (The business rule will be either that the letter will be produced after a specified number of days, or that the letter of satisfaction approval will go into a work queue for approval before being sent to the claimant).
	Employers Requests and Invoices		
OVC	44		System will track requests for information to employers, and send a subpoena if the employer does not respond (See Workload Tracker).
OVC	45		The system will calculate and produce a back pay award to the employer when employer has withheld money paid in benefits from the claimant, including the amount owed, claimant ID, date of claim, FEIN #, employer contact information, time period, and fee amount.
<b>Child Support and Garnishment</b>			
CSG	1		Ability of the system to retrieve all claimants who have filed a claim for each week ending and interface this file with ACSES with social security number and name. The system will receive from ACSES: Social security number, name, and amount from the court order. The system will compare the social security number and name and search for discrepancies. Ability to process an interface file from ACSES of child support court orders that are intercept orders. Claims extract (new, additional, reassertion) sent to DHS from NJ SUCCESS include: UI, State Plan and DDU.
CSG	2		Ability for the system to create a garnishment case file for those claimants that have court orders. The system will then attach an issue or case file to the claim which has a child support garnishment. There will be an indicator to the payment process to consider the garnishment in calculating the payment.
CSG	3		Ability to modify this case file.
CSG	4		Ability to record and relate multiple court orders attached to the claimant's case file.
CSG	5		Ability for the system to process child support requests from another state.
CSG	6		System will automatically generate a notice to claimant with amount of child support which will be deducted from their weekly benefit amount.

Category	Requirements		
CSG	7		Ability to generate a letter to interested party to contact County Probation office.
CSG	8		Ability to notify DDU and State Plan of a garnishment. State Plan obtains garnishment info from UI.
<b>Transfer of New Jersey Wages</b>			
	Interfaces with ICON		
TNJW	1		The system will automatically notify an external resident state of a newly filed NJ claim when claimant's address changes to out of state and claimant is not a commuter.
TNJW	2		The system will have the ability to poll the ICON system for other states providing or requesting information. A monitoring agent will automatically perform the polling operation.
TNJW	3		The system will poll the ICON system for request for wages from other states. Data includes: requesting state, date of claim, SSN#, employer name, employer type, base year, prior requests for wages, etc.
TNJW	4		In response to a request for wages, the system will send the requesting state:
TNJW		4.1.	The available weeks and wages, the employer, and potential monetary in NJ, date of the claim, and whether the NJ claim is exhausted, or
TNJW		4.2.	If system or UI agent cannot find requested wages, or if the system determines that wages are excluded/cancelled by prior decision, or finds that the wages have already been used, the system will notify requesting state that wages are not available and the reason why.
TNJW	5		The requesting state will notify NJ of % of charges, weekly benefit rate, maximum benefit allotment, and maximum chargeable amount in NJ.
TNJW	6		System will receive quarterly billing charges from ICON.
TNJW	7		System can be notified by ICON that NJ is not liable, and to accept returned wages.
TNJW	8		If the system detects unused federal/military lag wages were not used in a previous claim, the system will transfer wages to other state for use with the claim.
TNJW	9		The system will allow external state the ability to request further information about wages provided. When received from the employer, this information will be sent to the other state.
TNJW	10		System will allow entry of a paper request for wage transfer.
TNJW	Other Interfaces:		
TNJW	11		Interface with FCCC to ensure federal wages are available for use. System requests federal wage and separation information to the federal employer. If wages are available, the system will request use of the wages to transfer to paying state. System will notify FCCC that wages are being used by paying state when notice of potential state liability is received.
TNJW	12		The system will forward the Quarterly Bill to Accounting for payment. The information includes for each state: other state, amount due, SS#, claim charges, and amount authorized.
TNJW	Verification and Updating of UI Data		
TNJW	13		The system will track all underpayments and overpayments for each claim by state.

Category	Requirements		
TNJW	14		The system will verify the availability of weeks and wages of claimants.
TNJW	15		System will check existing NJ claims to determine whether they can be transferred.
TNJW	16		System will run a cross check with Employer Status to verify validity of the employer status. The system will check to ensure that employer charge balances are available to cover quarterly charges from other state.
TNJW	17		The system will verify that the wages used by the other state are identical to the wages NJ has transferred.
TNJW	18		System will be able to request additional information from employer (for example, a response to other states request for monetary reconsideration).
TNJW	19		System will create a skeleton UI claim to track out of state claim.
TNJW	20		System will update claim with employer liability and other pertinent data. The system will record all interstate activity, such as event occurring, (request for wages, sending wages, receiving notice of state liability, quarterly billing, etc), date, notes, external state, notice of determination, potential of liability, weekly benefit rate, and maximum benefit allowance (MBA).
TNJW	21		The system will track all wages used.
TNJW	22		The system will create an exception list for collateral claims when there is a discrepancy between wages or date of the claim. The system will write the SSN and reason to the exception list. The exception list will be put into a work queue.
TNJW	23		The calculations of the UI system caused by out of state charges include:
TNJW		23.1	System will mark out of state wages as transfer wages in order to prevent the reuse of the same weeks and wages in NJ.
TNJW		23.2	Adjust balance based on NJ percent liability.
TNJW		23.3	Adjust weekly benefit and maximum benefit allotment.
TNJW		23.4	Adjust employer maximum benefit charges.
TNJW		23.5	Calculate and track determination dollar amount for NJ for overcharged amount or undercharged amount by paying state.
TNJW		23.6	The system will subtract charges from the claim, determining if there are sufficient funds for charge, and employer charges are calculated based on percentage. Employer charge balance will be recalculated.
TNJW		23.7	The system will validate that the charges have been properly credited or charged.
TNJW		23.8	When the system receives an amended liability, it will recalculate employer charges in accordance with the amended liability.
TNJW	24		If found that NJ is not liable for out of state charges :
TNJW		24.1	The out of state claim may be invalidated, the system will accept returned wages, and mark the wages so they will not be used.
TNJW		24.2	The employer and claim balances will be adjusted.
TNJW	25		Ability to store indication of filing on other state, which was disqualified, and then subsequently paid in NJ.
TNJW	Employer Notifications		
TNJW	26		System will send notice of potential charges against their account.
TNJW	27		System will send employer charge notices indicating liability.
TNJW	28		System will send a form to the employer requesting reason for separation, and relief of charges information.
TNJW	29		System will be able to request additional wage information.

Category	Requirements		
<b>Policy and Procedures</b>			
PP	1		System will provide an interface for policy and procedures received from legislative mandates or suggestions from interested parties. The system will send a response to suggesting party acknowledging the suggestion.
PP	2		The system will store the request for policy or procedure change in an automated log. The data includes: who requested, policy and procedure suggestion description, policy or procedure affected, the type of policy or procedure, priority, date.
PP	3		The system will store actions taken for the policy or procedure, such as, new policy/procedure or change, policy or procedure affected, effective date, and type of change; such as work flow change, change to law, or organization.
PP	4		The system will allow for work flow of policy and procedure drafts for review. Reviewers will be able to annotate the document, and other reviewers will be able to view others' comments (see Workflow, Document Management).
PP	5		Reminders will be used when the reviewers do not respond in a timely manner (see Workload Tracker).
PP	6		Document versioning will be used for the draft document. A temporary abbreviated version of the policy or procedure will be one of the versions.
PP	7		The system will allow for final approval of a document with use of an electronic signature. The system will have the ability to send the document for approval specifying the parties in the order in which they will approve the document.
PP	8		The notification of the new policy will be posted on a discussion Board with a link to the policy document. There will be email notification capability to inform interested parties of the new policy. See Document Management.
PP	9		The final policy or procedure will be posted on the department intranet for all employees to access. Those policies and procedures will be modifiable.
PP	10		There will be the ability to do a word search on a topic for policies and procedures.

## **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. However, the State reserves the right to offer the bidder of an otherwise technically responsive bid proposal to withdraw any exceptions to the terms and conditions. This shall not be done with any technically non-conforming proposals. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

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

### **4.3 NUMBER OF BID PROPOSAL COPIES**

Each bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **TWELVE (12) full, complete and exact copies** of the original proposal and should submit **two (2) full, complete, and exact ELECTRONIC copies** of the original proposal **on compact disk (CD)**. The copies of the proposal on CD must in Adobe Acrobat for Windows .PDF file format to be viewable by State evaluators using Adobe Acrobat Reader for Windows software. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies.

It is strongly recommended that the bidder make and retain a full, complete and exact copy of its original copy bid proposal for its records.

### **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	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.1	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		4.4.1.2	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		4.4.1.4	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan ( <a href="#">Attachment 4</a> )
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
		4.4.1.7	Executive Order 134 Form(s)
2	Technical Proposal	4.4.2.1	Management Overview and Vendor Approach
		4.4.2.2	Detailed Plans, Approach and Deliverables
		4.4.2.3	Technical Environment
		4.4.2.4	Contract Schedule
		4.4.2.5	Potential Risks
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 ( <a href="#">Attachment 5</a> )

Proposal sections should be numbered as follows:

	<b>Section 1 – Forms (Tab 1)</b>
1.1	Ownership Disclosure Form
1.2	MacBride Principles Certification
1.3	Affirmative Action
1.4	Notice of Intent to Subcontract Form, and Subcontractor Utilization Form (if applicable)
1.5	Business Registration
1.6	Executive Order 134 Form(s)
	<b>Section 2 – Technical Proposal (Tab 2)</b>
2.1	Management Overview
2.2	Detailed Plans, Approach, and Deliverables
2.2.1	Project Management
2.2.2	Quality Management
2.2.3	Project Initiation
2.2.4	Analysis and Conceptual Design
2.2.5	Assessments and Specifications
2.2.6	Iterative Design, Development, and Unit Test
2.2.7	Operational Data Store, Data Warehouse and Data Mart Construction
2.2.8	Data Conversion

2.2.9	Interfaces
2.2.10	Data Query and Reporting
2.2.11	Printing of Checks, Forms, and Federal and Production Reports
2.2.12	Document Management Implementation (Pre-Production)
2.2.13	Documentation
2.2.14	Training
2.2.15	System Test
2.2.16	Quality Assurance Test
2.2.17	User Acceptance Test
2.2.18	Help Desk Setup and Implementation
2.2.19	Pilot Implementation
2.2.20	Statewide Implementation
2.2.21	Post Implementation Support
2.2.22	System Acceptance
2.2.23	System Maintenance Support
2.2.24	Disaster Recovery Site
2.3	Technical Environment
2.3.1	State Technology Expertise, Requirements and Preferences
2.3.2	Application Architecture
2.3.3	Document Management and Imaging
2.3.4	Workflow Management
2.3.5	Content Management
2.3.6	Search Engine
2.3.7	Case Management
2.3.8	Telephony (IVR)
2.3.9	Business Rules Engine
2.3.10	E-Forms
2.3.11	Digital Recording
2.3.12	Unified Messaging
2.3.13	Print Services
2.3.14	Operational Data Store (ODS)
2.3.15	Data Warehouse/Data Marts
2.3.16	System Security
2.3.17	System Management
2.3.18	System Performance and Reliability
2.3.19	Application Management
2.3.20	Recommended Hardware
2.3.21	Recommended Software
2.3.22	Installation of Hardware, Software, and Related Services
2.4	Contract Schedule
2.5	Potential Problems
<b>Section 3 – Organizational Support and Experience (Tab 3)</b>	
3.1	Location
3.2	Organizational Chart (Contract Specific)
3.3	Resumes
3.4	Backup Staff
3.5	Organizational Chart (Entire Firm)
3.6	Experience of Bidder on Contracts of Similar Size and Scope
3.7	Financial Capability of the Bidder
3.8	Subcontractor(s)
<b>Section 4 – Cost Proposal (Tab 4)</b>	
4.1	Price Schedules

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

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

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

##### 4.4.1.3 AFFIRMATIVE ACTION

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

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

##### 4.4.1.4 SET ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. **All bidders** must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form (Attachment 7). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 7). Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

##### 4.4.1.5 BID BOND - Not Applicable to This Procurement

##### 4.4.1.6 BUSINESS REGISTRATION

Refer to Appendix 1, Section 1.1 of the Standard Terms and Conditions and Section 5.4 of this RFP.

##### 4.4.1.7 EXECUTIVE ORDER 134

**FAILURE TO SUBMIT A COMPLETED EXECUTIVE ORDER 134 CERTIFICATION (Appendix 3) WITH THE BID PROPOSAL WILL RESULT IN AUTOMATIC REJECTION OF THE BID PROPOSAL.**

Refer to Section 5.27 of this RFP and Appendix 3 for more details concerning this requirement.

#### 4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

#### 4.4.2.1 MANAGEMENT OVERVIEW

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

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's general 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.

The bidder shall describe how their approach will meet the critical business goals of NJ SUCCESS, as well as the metrics for project success, and how the bidder plans on measuring them. .

#### 4.4.2.2 DETAILED PLANS, APPROACH AND DELIVERABLES

The contents of the bidder's response to this section must be designed to convince the State that the bidder's detailed plans and approach proposed to complete the required Scope of Work are realistic, attainable and appropriate and that the proposed plans will lead to successful contract completion.

Mere reiterations of RFP tasks, sub-tasks or other work elements are strongly discouraged, as they do not provide insight into the bidder's understanding of, and ability to, complete the contract.

Sections 2.2.1 through 2.2.24 of the bidder's bid proposal shall set forth in detail the bidder's plans and approach for completing all tasks, sub-tasks or other work elements required by the Scope of Work (SOW).

A task or other work element is defined as a discrete unit of work to be performed. Sub-tasks are defined as those detailed activities that comprise the actual performance of the task or work element. All tasks, sub-tasks and other work elements comprise the SOW.

Proposal preparation instructions for specific sections follow.

##### Section 2.2.1, Project Management:

In its project management plan and schedule, the bidder may modify the State's proposed schedule; however, the duration of the certain activities may not be modified. They are: Project Initiation, Quality Assurance Test, User Acceptance Test, Pilot Implementation, Statewide Implementation and Post-Implementation Support. The bidder must explain the reason for any other proposed schedule change, if any.

##### Section 2.2.3, Project Initiation:

The bidder must include as part of its proposal a Project Initiation Plan, beginning with the date of notification of contract award, of thirty (30) days.

The Project Initiation Plan will include the following elements:

- (1) A detailed timetable for the project initiation period of within thirty (30) days. This timetable should be designed to demonstrate how the bidder will have the contract up and operational within the period of thirty (30) days from the date of notification of award.

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

The bidder must clearly identify management, supervisory or other key staff that will be assigned only during the project initiation period. The bidder must submit a plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period covering thirty (30) days from the date of notification of award.

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

The bidder must describe how any subcontractor will be involved in the mobilization and implementation plan.

#### Section 2.2.4, Analysis and Conceptual Design:

The bidder shall describe the proposed NJ SUCCESS modules, and how these modules will meet the requirements in the Functional Specifications section 3.4, and the Use Cases in Appendix R. The bidder shall discuss the system development methodology and approach.

Bidders proposing a framework, transfer, or baseline software shall describe the software, as well as the degree of fit to the State's requirements. The proposal shall include a gap analysis. Discuss how the State's proposed development methodology will be modified.

#### Section 2.2.5, Assessments and Specifications:

Bidders will recommend timing of these assessments relative to the other project phases.

#### Section 2.2.10, Data Query and Reporting

Bidders will recommend in their proposal a software package for all ad hoc reporting.

#### Section 2.2.13, Documentation

Bidders will submit with their proposals a documentation plan.

#### Section 2.2.14, Training

The actual training costs will be based on the number of days of curriculum developed and the number of days of training delivered. Bidders will indicate the cost per day of curriculum developed and the cost per day of training delivered on the appropriate price sheets.

#### Section 2.2.21, Post-Implementation Support:

Bidders shall propose a service level agreement (SLA) detailing how the State will prioritize problems and assign severity levels, and how the DDI Contractor will respond. The proposal shall discuss types of problems, resolutions, and timeframes. It shall also discuss how enhancements are distinguished from fixes and indicate the proposed staffing levels and organization.

Bidders proposing a framework, transfer, or baseline software shall describe the software maintenance and update process. Discuss how future releases may impact customizations.

#### Section 2.2.23, System Maintenance Support

Bidders shall complete the yearly labor category price sheets for the three optional years of maintenance support. Bidders shall propose a service level agreement (SLA) detailing how the State will prioritize problems and assign severity levels, and how the DDI Contractor will respond. Discuss types of problems, resolutions, and timeframes. Indicate the proposed staffing levels (in addition to the enhancement staff) and organization. The State reserves the right to obtain such hardware and software from existing State contracts.

#### Section 2.2.24, Disaster Recovery Site

The bidder must provide the architecture and pricing for a NJ SUCCESS disaster recovery site to be located at the State OARS facility in Hamilton, NJ. The disaster recovery system must support the core functions of NJ SUCCESS, which are to print checks and process claims. The bidder must include in the firm fixed price the cost of the installation and setup of the disaster recovery site. The bidder must include in the hardware and software price sheets the price of the necessary hardware and software, which is not part of the firm fixed price.

### 4.4.2.3 TECHNICAL ENVIRONMENT

In the Technical Environment Section of the proposal, the bidder shall address all of the required technology components of NJ SUCCESS as described in Section 3.3, Technical Environment.

The bidder must include a CD, labeled "Sample Work Products", with its proposal containing one example of each of the following from a system in which the bidder has previous involvement. The CD should be formatted for the Windows environment. Where possible, these should be similar in size, technology, or business area to the system being sought by NJLWD. Indicate the system or application, for whom it was developed, and any similarities to NJ SUCCESS.

1. Systems Architecture Document
2. Application Architecture Document
3. System Application Manual
4. System Operations Manual
5. Logical Data Model
6. Physical Data Model
7. Screen "snapshots", windows, etc.

Proposal preparation instructions for specific sections follow.

#### Section 2.3.1, State Technology Expertise, Requirements and Preferences

Tools with which the State has existing expertise, an installed base, and trained staff are shown grouped by technology module in Table 3.3.1.2. Proposals with alternate design tools must describe the additional costs, training and the proposed benefit that will accrue to the State from utilization in this project of an alternate tool.

The bidder shall indicate instances where one product satisfies the functions for multiple technologies. The bidder shall indicate any additional technologies and products necessary for successful implementation of the NJ SUCCESS system. The bidder shall ensure that the proposed products are compatible.

For technologies where existing expertise is shown in Table 3.3.1.2, the bidder must provide a rationale if a different product is proposed. For technologies where a standard is shown in Table 3.3.1.3, the bidder must provide a rationale if a different technology is proposed. For technologies where a requirement is shown in Table 3.3.1.3, the solution must adhere to the requirement.

Bidders shall provide the specifications necessary for the development PC's used by State staff incorporated into the DDI Contractor's project team.

### Section 2.3.2, NJ SUCCESS Application Architecture

In the application architecture, the bidder must describe:

- Language and version
- RDBMS and persistence layer, if any
- Development and deployment environment
- Code generator
- Report generator
- Middleware
- Any third party tools
- Way(s) to change business rules in the system
- The relationship between key system components in terms of upgrade requirements. Can the database be upgraded without requiring other system components to be upgraded? What impact does applying patches to specific system components have on the overall solution?
- The change management system to be used for updating code, providing version control of the source code repository and procedures for code deployment and update.

If an existing (rather than custom-developed) application component is proposed (excluding products in table 3.3.1), the bidder must answer the following questions. If the application has multiple components where the responses would differ, provide the information accordingly.

1. For framework, COTS, or transfer solutions, when was the original application developed?
2. For framework, COTS, or transfer solutions, clearly describe the existing system architecture.
3. For framework or COTS solutions, describe the process for certifying each new release and assuring compliance with all interrelated commodity or other third party software.
4. For framework or COTS solutions, describe the approach to system upgrades. How are upgrades scheduled? Are upgrades of system components coordinated or piecemeal? What role does the DDI Contractor propose to play in the upgrade process? Is it mandatory to upgrade to a new release in order to maintain support contracts? Are upgrades the only method to remedy problems with the installed components?
5. Does the application make use of any "middleware", e.g., any proprietary, internally developed layer to permit access to and use of interchangeable relational databases? If so, what is it and is it commercially available?
6. What user interface is utilized?
7. What tools are used? Do tools define the applications? Are tools used for engineering, developing, and/or maintaining the applications?
8. What source languages are utilized for the application? If multiple ones are used, describe each and what percent of the entire system is each written in.
9. What operating system is used?
10. Describe what versions of the popular browsers the solution will support, and any expected limitations with the older versions of the browsers that are still being used by public users.
11. Has the application ever been re-engineered? If so, when and why? What was the original environment and what process was used to re-engineer the application?
12. Confirm that all application source code will be delivered to NJLWD.

### Section 2.3.3, Document Management and Imaging

The bidder will detail the total cost of ownership (TCO) for the Imaging and Document Management solution.

### Section 2.3.8, Telephony (IVR)

The State envisions IVR technology to be an important component of the call center and the State's voice applications. In its proposal, the bidder must make a specific recommendation for or against the use of voice recognition in NJ SUCCESS, and must provide a detailed justification for the recommendation. Bidders recommending the use of voice recognition must convince the State that the reliability and performance necessary to handle potential peak workloads can be achieved.

### Section 2.3.20, Recommended Hardware

The bidder shall identify in its proposal all hardware products and related specifications that are required to support its proposed solution to meet the performance standards identified in Section 3.3.18.

Using Price Sheet 7, the bidder must provide a comprehensive listing of all proposed hardware which is understandable to the State. This listing shall include but is not limited to: manufacturer, model, description, warranty, price, quantity required, and information for installing and configuring the hardware. Bidders shall use Table 3.3.1.1 as a baseline to develop this list.

The bidder shall identify and describe in their proposal any other hardware needed to support its proposed solution that is not mentioned or inferred in Table 3.3.1.1 along with the associated rationale. This will include but is not limited to servers, hubs, routers, uninterruptible power supplies, cables, connectors, labels, equipment racks, etc.

The bidder shall provide the specifications necessary for the development desktop PC's for State staff.

### Section 2.3.21, Recommended Software

The bidder shall identify in its proposal all software products that are required to design, develop, test, and support its proposed solution to meet the all required performance standards.

Using the price sheet 7, the bidder shall provide a comprehensive listing of all proposed software which is understandable to the State. This listing shall include but is not limited to: manufacturer, product number, version, description, license agreement, maintenance agreement, warranty, price, quantity required, and information for installing and configuring the software. The bidder shall use Table 3.3.1.1 as a baseline to develop this list. Include cost per unit and cost extensions for the number of units of each software product required, as well as a grand total of estimated software costs. The level of detail must be sufficient such that NJLWD can procure the commodity software from a source other than the Bidder, and may install and configure the software components to support the proposed solution. Bidders are cautioned to ensure that the recommended software must meet the requirements for all of the separate environments.

Bidders shall propose a full suite of development and maintenance tools that will enhance State programmer productivity in terms of maintaining and updating DDI Contractor-supplied applications and in developing new applications. The recommendations shall include all operating system-level, database management, and office suite components, as well as all necessary system software tools and development and maintenance tools. Bidders must ensure that the recommended developer software can be run on State PCs.

### Section 2.3.22, Installation of Hardware and Software, and Related Services

In conjunction with Section 2.3.20 and 2.3.21, Recommended Hardware/Software, bidders shall provide pricing information for the recommended hardware and related COTS software (hereafter described in this section as hardware and software) configurations. Bidders are to understand that this information is being requested to provide the State with options to procure hardware and software as needed, and must not be included in the firm fixed bid price.

Price and other factors considered, the State reserves the right to:

1. Purchase any or all of the recommended hardware and software through the DDI Contractor (as part of this contract)
2. Purchase any or all of the recommended hardware and software through a State Contract



In sizing the proposed solution, the bidder must provide all background information to support its conclusions regarding the amount of system resources needed for all of the hardware environments.

The bidder must include all necessary explanations and calculations used to determine disk storage capacity by including disk storage requirements for all operational programs, including development and training activities. Similar calculations for processor power and memory must be included in the proposal.

The bidder must describe options for the solution to scale to meet temporary peak transaction demands or meet gradually increasing transaction workloads (e.g., adding additional servers, adding CPUs to existing servers, etc.). Specifically, of the options available, which will provide the State with the most cost-effective method for managing peak loads and for managing gradual growth?

#### **Authorized Seller**

Bidders must be authorized to supply the items recommended. A letter of authorization directly traceable back to the manufacturer must accompany the bid submission for each brand of products bid.

#### **Hardware and Software Pricing**

All prices must be based on Manufacturer's Suggested List Price (MSLP) or Manufacturer's Suggested Retail Price (MSRP). Discounts must be reflected as a percentage off MSLP or MSRP. The discount percent shall remain in force for the length of this contract.

All pricing and hourly rates are required to be all-inclusive. Additional charges for shipping, installation, warranty, maintenance, indirect costs, fees, commissions, travel, lodging, etc., are not to be billed and will not be paid. Such prices are recoverable only if included within the pricing and hourly rates bid.

#### **Services Pricing**

Bidders may provide pricing information and/or hourly rates for training services provided to State staff that directly relate to the installation, enhancement or support of the hardware and software proposed on the "Optional Hardware, Software, and Related Services" price sheet.

Bidders may submit a price list or catalog including course names, content, description and all associated costs for each course proposed. Courses must directly relate to the installation, enhancement or support of the hardware and software proposed on the "Optional Hardware, Software, and Related Services" price sheet.

#### **Warranty and Maintenance**

Bidders should provide descriptions and cost information for all available maintenance plans that meet the requirements stated below.

- All hardware and software must include a warranty and/or maintenance support agreement which covers a total of four years. This agreement shall become effective with delivery, installation and acceptance.
- Maintenance must cover parts, service, transportation and all associated costs for on-site work.
- Maintenance and support must be provided to keep the system operational, 24/7.
- All service technicians must be OEM certified
- The maintenance provider must respond within 1 hour of the initial notification from NJLWD
- All repairs and replacements must be performed within 4 hours of notification.

#### **Associated Products**

Bidders are encouraged to provide a price list or catalog of peripheral products associated with their recommended hardware and software solution. This price list or catalog must include model numbers, descriptions, MSLPs, MSRP, percent discount and the proposed price.

### **4.4.2.4 CONTRACT SCHEDULE**

The bidder shall include a draft project schedule in the form of a MS Project PMP project plan (complete the form provided in Appendix BB). The bidder's schedule shall identify the completion date for each task required by the Scope of Work. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each task.

#### **4.4.2.5 POTENTIAL PROBLEMS**

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

#### **4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder shall 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.

Specific areas of experience that must be included in the bidder's proposal are:

- Experience with each of the technologies described in the Technical Environment, Section 3.3
- Experience integrating all of the required technologies described in the Technical Environment, Section 3.3
- Experience with managing large projects (indicate size and dollar value of similar projects)
- Experience providing knowledge transfer through cooperative work with client staff
- Experience working with project oversight vendor, Project Management Office (PMO) and subcontractors
- Experience using proposed system development methodology, including experience with UML and iterative development.
- Experience with Claims Processing or related applications

**NOTE:** Firms responding to this RFP must document their knowledge and experience in the successful design, development, testing, implementation, and maintenance of integrated applications and large scale hardware and software solutions, as well as experience with business and information technology processes which are similar in size and complexity to New Jersey's UI operation.

#### **4.4.3.1 LOCATION**

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

#### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

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

#### **4.4.3.3 RESUMES**

Detailed resumes shall 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 that required by this RFP. Resumes must follow the resume template provided in Attachment 10. 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.

The content of resumes submitted should be designed to convince the State that the individuals proposed meet the requirements and preferred qualifications of RFP Section 3.1.5, DDI Contractor Staff.

#### **4.4.3.4 BACKUP STAFF**

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

#### **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.

The bidder must also provide the last three (3) years of annual reports.

In addition, the bidder will supply the following:

- Bidder's company profile
  - Years in business
  - Years served public sector
- Bidder's litigation history
  - Bankruptcies
  - Judgments
  - Liens
  - Suits
  - Negative payment experiences
  - Litigation / Administrative issues with NJ

- SEC inquiries
- Federal investigations

The State reserves the right to validate the financial and litigation information provided through D&B, credit reports and any other legal means.

#### 4.4.3.8 SUBCONTRACTOR(S)

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

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

- B. Should the bidder 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.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. 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.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### 4.4.4 SECTION 4 - COST PROPOSAL

The price schedules are attached to this RFP as [Attachment 5](#).

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

## 5.0 SPECIAL TERMS AND CONDITIONS

### 5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP; the vendor's bid proposal, and the Division's Notice of Acceptance.

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

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

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

### 5.2 STATE CONTRACT MANAGER

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

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

#### 5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

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

The State Contract Manager shall have the following additional duties:

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

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.

### 5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

### 5.3 PERFORMANCE BOND - NOT APPLICABLE TO THIS PROCUREMENT

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP cover sheet is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP cover sheet to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

### 5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in [Appendix 1, Section 1.1](#).

Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. **As mandated by this bid, failure to submit a copy of the Business Registration Certificate within the bid proposal will be cause for rejection of the bid proposal.**

**A BIDDER SHALL SUBMIT A COPY OF ITS BUSINESS REGISTRATION AT THE TIME OF SUBMISSION OF ITS BID PROPOSAL IN RESPONSE TO THIS RFP.**

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

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

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

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

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

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

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

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

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

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

## **5.5 CONTRACT TERM AND EXTENSION OPTION**

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

The contract may be extended for additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions, and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid based on the applicable rates submitted with its bid response proposal.

## **5.6 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than one hundred eighty (180) 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(s) in effect when the transitional period clause is invoked by the State.

## 5.7 AVAILABILITY OF FUNDS

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

## 5.8 CONTRACT AMENDMENT

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

## 5.9 CONTRACTOR RESPONSIBILITIES

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

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

## 5.10 SUBSTITUTION OF STAFF

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

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

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

## 5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

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

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

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



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

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

## 5.12 OWNERSHIP OF MATERIAL

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

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## 5.13 DATA CONFIDENTIALITY

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

## 5.14 NEWS RELEASES

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

## 5.15 ADVERTISING

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

## 5.16 LICENSES AND PERMITS

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

## 5.17 CLAIMS AND REMEDIES

### 5.17.1 CLAIMS

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

### 5.17.2 REMEDIES

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

### 5.17.3 REMEDIES FOR NON-PERFORMANCE

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

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.

## 5.18 LATE DELIVERY

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

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

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

## 5.19 RETAINAGE

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

## 5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

## 5.21 SUSPENSION OF WORK

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

## 5.22 CHANGE IN LAW

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

## 5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

## 5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP.

**The bidders must use Price Sheet 2 to submit rates for Additional Work and/or Special Projects.**

Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

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

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet number, task, deliverable, hourly rate or other unit of measure from the price sheets submitted with the contractor's bid proposal. All invoices must be approved by the State Contract Manager 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 - OPTIONAL METHOD**

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

## **5.26 CONTRACT ACTIVITY REPORT - NOT APPLICABLE TO THIS PROCUREMENT**

### **5.27 REQUIREMENTS OF EXECUTIVE ORDER 134**

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

#### **5.27.1 DEFINITIONS**

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

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed “reportable” under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

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

### **5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT**

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

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

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in [Attachment 7](#) attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, in the form of the Disclosure attached hereto as [Attachment 8](#). A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State’s request.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. A copy of the Continuing Disclosure of Political Contributions is attached hereto as [Attachment 9](#). A separate disclosure is required for each person or organization defined above as a business entity.

#### **5.27.4 STATE TREASURER REVIEW**

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

#### **5.28 LIABILITY - COPYRIGHT /PATENT AND COPYRIGHT INDEMNITY**

Section 2.1 of the State's Standard Terms and Conditions is deleted and replaced with the following:

- a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

#### **5.29 INDEMNIFICATION**

**Section 2.2 of the State's Standard Terms and Conditions is deleted and replaced with the following:**

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100% of the value of the contract, except that such limitation of liability shall not apply to the following:

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

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

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

The limitation of liability set forth in this section shall not apply to the following:

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

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

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

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

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

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

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

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

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



chart. This criteria also includes the financial stability of the bidding firm, and any pending litigation issues.

### **6.3.2 THE BIDDER'S COST PROPOSAL**

For evaluation purposes, bidders will be ranked for cost by the sum of the following:

- a. The total firm fixed price bid on the Price Sheet 1 plus
- b. The estimated cost for training. The estimated cost for training, for evaluation purposes only, will be calculated by multiplying the per-day rates bid for one (1) day on Price Sheet 3 extended by the estimated number of curriculum days and training days shown in RFP section 3.2.14.

This figure will be used for evaluation and price ranking purposes only. No guarantee of any minimum or maximum number of training hours to be paid under contract can or will be made.

The Evaluation Committee will evaluate the prices bid for work during the optional support years for reasonableness.

### **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. The State reserves the right to request a best and final offer from any number of bidders prior to issuing a Notice of Intent to Award a Contract.

## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

**ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Reciprocity Form](#) (optional submittal)
7. [Executive Order 134 Certification](#)
8. [Disclosure of Political Contributions](#)
9. [Continuing Disclosure of Political Contributions](#)

### **APPENDICES**

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

**ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM**

**OWNERSHIP DISCLOSURE FORM**

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

BID #: 05-X-37406

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? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
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? (If yes, attach a detailed explanation for each instance)	_____	_____
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? (If yes, attach a detailed explanation for each instance)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance)	_____	_____
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? (If yes, attach a detailed explanation for each instance)	_____	_____

**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#: \_\_\_\_\_

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

PRINT OR TYPE: \_\_\_\_\_ (Name)

PRINT OR TYPE: \_\_\_\_\_ (Title)

Date \_\_\_\_\_

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

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

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

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

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

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

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

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title Name (Type or Print)**

\_\_\_\_\_  
**Name of Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

**ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

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

**SUPPLEMENT TO BID SPECIFICATIONS**

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

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

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

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

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

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

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

## IMPORTANT:

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

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or Contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",  
or  
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be so defined:

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION A - COMPANY IDENTIFICATION**

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

**OFFICIAL USE ONLY**

DATE RECEIVED	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												
<b>TOTAL</b>												
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 - SUBCONTRACTOR SET ASIDE FORMS

**NOTICE TO ALL BIDDERS**

**NOTICE OF INTENT TO SUBCONTRACT FORM**

**SUBCONTRACTOR UTILIZATION PLAN FORM**

**PROCEDURES FOR SMALL BUSINESS  
PARTICIPATION AS SUBCONTRACTORS**

If the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories. **All bidders must complete the Notice of Intent to Subcontract form.** Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan).** Bidders are instructed to list ***all*** proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

**DEFINITIONS:**

"Small business" means a business that

- is independently owned and operated
- is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- Has 100 or fewer full-time employees
- Has gross revenues falling in one of the following three categories:
  - 0 to \$500,000 (Category I);
  - \$500,001 to \$5,000,000 (Category II);
  - \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.



## PROCEDURE:

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

- Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
- Request a listing of small businesses by Category from Commerce;
- Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
- Provide all potential subcontractors with detailed information regarding the specifications;
- Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
- Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
- Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

- A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
- Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Evaluation Committee to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

Note that a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets may preclude award of a contract to the bidder.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission  
Office of Small Business  
20 West State Street  
PO Box 820  
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

**REQUIRED SUBMISSION**

**STATE OF NEW JERSEY  
DIVISION OF PURCHASE AND PROPERTY (DPP)**

**NOTICE OF INTENT TO SUBCONTRACT FORM**

**THIS *NOTICE OF INTENT TO SUBCONTRACT* FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.**

DPP Solicitation Number:  05-X-37406	DPP Solicitation Title: DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF NJ SUCCESS-FOR LABOR AND WORKFORCE DEVELOPMENT
Bidder's Name and Address:	

**INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

**If awarded this contract, I will engage subcontractors to provide certain goods and/or services.**

**ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED *SUBCONTRACTOR UTILIZATION PLAN* WITH THEIR BID PROPOSALS.**

**If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.**

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM:

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

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

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

# REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) <b>SUBCONTRACTOR UTILIZATION PLAN</b> (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	<b>DPP Solicitation No.:</b> _____
<b>NOTE:</b> If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.	<b>DPP Solicitation Title:</b> _____
<b>Bidder's Name and Address:</b> _____ _____	• Bidder's Telephone No.: _____ • Bidder's Contact Person: _____

**INSTRUCTIONS:** List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY				
	I	II	III		

\* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

**PRINCIPAL OF FIRM:**

\_\_\_\_\_

(Signature)
(Title)
(Date)

## ATTACHMENT 5 - PRICE SCHEDULES

Price schedules are in the accompanying Microsoft Excel workbook, "NJ SUCCESS Price Schedules".

**Price Sheet 1  
Total Firm Fixed Price  
NJ SUCCESS**

Bidder: \_\_\_\_\_

**Instructions:** The bidder must use this price sheet to provide its total firm fixed price to perform the work required by this RFP. The total firm fixed price must be calculated by totaling the total cost on Price Sheet 6, "Deliverables by Cost", plus the total cost, if any, from Price Sheet 8, "Framework, Transfer, or Baseline Software".

**Do not include any costs from any other price sheets.**

**BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.**

<b>Total firm fixed price:</b>	<b>\$</b>
--------------------------------	-----------

## Price Sheet 2 Labor Category Hourly Rates NJ SUCCESS

Bidder: \_\_\_\_\_

**Instructions:** Bidders must use this price sheet to provide all inclusive hourly rates for work on the required tasks and deliverables.

These rates will also be used for additional work and/or special projects, if any, during the project term (refer to RFP section 5.24).

Bidders are strongly urged to use the labor categories provided; however, additional labor categories may be added. Add additional lines if needed by expanding this price sheet and by using the same format as below.

**BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.**

Staff Level	All Inclusive Hourly Rate
Senior Project Manager	\$
Project Manager	\$
System Architect	\$
Database Administrator	\$
Testing Manager	\$
Security Manager	\$
Information Architect / Content Specialist	\$
Graphic Designer	\$
Training Manager	\$
Team Leader	\$
Senior Analyst	\$
Analyst	\$
Senior Database Analyst	\$
Database Analyst	\$
Senior Programmer	\$
Programmer	\$
Senior Systems Integrator	\$
Systems Integrator	\$
Trainer	\$
Documentation Specialist	\$
Other, Specify	\$

## Price Sheet 3 Training Rates NJ SUCCESS

Bidder: \_\_\_\_\_

**Instructions:** This price sheet pertains to training deliverables 48 and 49 (refer to RFP section 3.2.14).

The cost shown must be an all-inclusive cost per-day. This means the cost for one (1) day.

The actual cost paid to the DDI Contractor will be determined by multiplying the per-day cost by the actual number of days.

These are as-needed prices; no guarantee of any minimum or maximum number of days can or will be made.

**BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.**

Deliverable	All Inclusive Rate For One (1) Day
48. Curriculum for classroom training	\$
49. Classroom training	\$

# Price Sheet 4

## Optional Support Years

### NJ SUCCESS

Bidder: \_\_\_\_\_

**Instructions:** Bidders must use this schedule to provide all-inclusive hourly rates for work during the three (3) optional support years (refer to RFP section 3.2.23). The labor categories listed here must match those on Price Sheet 2.

**BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.**

Staff Level	Optional Support Year 1 All Inclusive Hourly Rate	Optional Support Year 2 All Inclusive Hourly Rate	Optional Support Year 3 All Inclusive Hourly Rate
Senior Project Manager	\$	\$	\$
Project Manager	\$	\$	\$
System Architect	\$	\$	\$
Database Administrator	\$	\$	\$
Testing Manager	\$	\$	\$
Security Manager	\$	\$	\$
Information Architect / Content Specialist	\$	\$	\$
Graphic Designer	\$	\$	\$
Training Manager	\$	\$	\$
Team Leader	\$	\$	\$
Senior Analyst	\$	\$	\$
Analyst	\$	\$	\$
Senior Database Analyst	\$	\$	\$
Database Analyst	\$	\$	\$
Senior Programmer	\$	\$	\$
Programmer	\$	\$	\$
Senior Systems Integrator	\$	\$	\$
Systems Integrator	\$	\$	\$
Trainer	\$	\$	\$
Documentation Specialist	\$	\$	\$
Other, Specify	\$	\$	\$



## Price Sheet 5 Deliverables by Hours NJ SUCCESS

Bidder: \_\_\_\_\_

**Instructions:** Bidders must use this schedule to detail the hours proposed to accomplish the required tasks and deliverables (refer to RFP section 3.2). This price sheet should be completed as an output of the bidder's proposed workplan. The labor categories shown here must match those on Price Sheet 2. For each deliverable shown, list the proposed hours for each labor category. Provide row totals and column totals. Deliverables 48 and 49 are intentionally omitted here, and instead appear on Price Sheet 3, "Training Rates".

**BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.**

		Labor Categories:	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Key	Total Hours for Deliverable	
			Senior Project Manager	Project Manager	System Architect	Database Administrator	Testing Manager	Security Manager	Information Specialist	Graphic Designer	Training Manager	Team Leader	Senior Analyst	Analyst	Senior Database Analyst	Database Analyst	Senior Programmer	Programmer	Senior Systems Integrator	Systems Integrator	Trainer	Documentation Specialist		Other, Specify
1	Ongoing	WEEKLY STATUS REPORTS																					0	
2		UPDATED PMP																					0	
3		MINUTES OF ALL MEETINGS																						0
4		QUALITY MANAGEMENT PLAN																						0
5		DEFICIENCY REMEDIATION PLANS AND SCHEDULES, AS NECESSARY																						0
6	Conceptual Design	COMMUNICATION PLAN																					0	
7		DOCUMENTATION PLAN																					0	
8		KICKOFF MEETINGS																					0	
9		UPDATED BUSINESS AND SYSTEM USE CASE SCENARIOS AND ACTIVITY DIAGRAMS																						0
10		CONCEPTUAL DESIGN DOCUMENT																						0
11		ARCHITECTURE OF REUSABLE COMPONENTS																						0
12		FIVE SYSTEM ENVIRONMENTS AT NJLWD																						0
13		CAPACITY ASSESSMENT AND PLANNING DOCUMENT																						0
14		BUSINESS CONTINUITY PLAN																						0
15		DISASTER RECOVERY PLAN																						0
16		TELEPHONY ASSESSMENT																						0
17		SECURITY VULNERABILITY ASSESSMENT																						0
18		SECURITY VULNERABILITY REMEDIATION PLAN																						0

		Senior Project Manager	Project Manager	System Architect	Database Administrator	Testing Manager	Security Manager	Information Specialist	Graphic Designer	Training Manager	Team Leader	Senior Analyst	Analyst	Senior Database Analyst	Database Analyst	Senior Programmer	Programmer	Senior Systems Integrator	Systems Integrator	Trainer	Documentation Specialist	Other, Specify	Total Hours for Deliverable
19		DETAILED DESIGN DOCUMENT																					0
20		PROGRAM CODE WITH ASSOCIATED DOCUMENTATION																					0
21		NJ SUCCESS SYSTEM, READY FOR SYSTEM TEST																					0
22		ORACLE SCHEMA AND DDL																					0
23		PHYSICAL ODS																					0
24		PHYSICAL DATA WAREHOUSE																					0
25		PHYSICAL DATA MARTS																					0
26		DATA CONVERSION PLAN DOCUMENT																					0
27		INITIAL DATA CONVERSION AND SUBSEQUENT FEED PROGRAMS AND DOCUMENTATION																					0
28		DATA CONVERSION RESULTS																					0
29		FULLY LOADED ODS, DATA WAREHOUSE, AND DATA MARTS																					0
30		NIGHTLY SYNCHRONIZATION OF THE ODS, DATA WAREHOUSE, AND DATA MARTS																					0
31		INTERFACE PLAN DOCUMENT																					0
32		INTERFACE PROGRAMS AND DOCUMENTATION																					0
33		INTERFACE TEST RESULTS																					0
34		PRODUCTION REPORT ANALYSIS DOCUMENT																					0
35		FEDERAL REPORTS																					0
36		PRODUCTION REPORTS																					0
37		AD HOC TEMPLATES																					0
38		CHECK/FORMS/REPORTS PRINTING PROGRAMS AND DOCUMENTATION																					0
39		DOCUMENT MANAGEMENT STANDALONE SYSTEM																					0
40		TECHNICAL DOCUMENTATION																					0
41		USER DOCUMENTATION																					0

Iterative Design, Development, and Unit Test

		Senior Project Manager	Project Manager	System Architect	Database Administrator	Testing Manager	Security Manager	Information Specialist	Graphic Designer	Training Manager	Team Leader	Senior Analyst	Analyst	Senior Database Analyst	Database Analyst	Senior Programmer	Programmer	Senior Systems Integrator	Systems Integrator	Trainer	Documentation Specialist	Other, Specify	Total Hours for Deliverable		
42	Training	TRAINING PLAN																						0	
43		EVALUATION MATERIALS																							0
44		WEB BASED TRAINING																							0
45		ONLINE COACHING FACILITY FOR EXTERNAL USERS																							0
46		TRAINING DATABASE																							0
47		ONLINE FACILITY FOR TRACKING AND REPORTING ON THE TRAINING EFFORT																							0
50		WEEKLY SYSTEM PROBLEM REPORT																							0
51	Testing	SYSTEM PROBLEM RESOLUTION PLAN																						0	
52		SYSTEM TEST PLAN AND RESULTS																						0	
53		PERFORMANCE TEST PLAN AND RESULTS																						0	
54		USER ACCEPTANCE TEST PLAN PARTICIPATION																							0
55		HELP DESK PLAN																							0
56		OPERATIONAL HELP DESK																							0
57	Implementation	PILOT OPERATIONS REPORT																						0	
58		PRODUCTION SYSTEM ENVIRONMENT AT OIT																						0	
59		STATEWIDE IMPLEMENTATION PLAN																						0	
60		STATEWIDE IMPLEMENTATION																						0	
61	Maintenance	TURNOVER PLAN																						0	
62		TURNOVER OF NJ SUCCESS																						0	
63		RELEASE PLAN																						0	
64		DISASTER RECOVERY ENVIRONMENT AND SITE																						0	
		Total Hours for Each Labor Category	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	



		Labor Categories:	Senior Project Manager	Project Manager	System Architect	Database Administrator	Testing Manager	Security Manager	Information Specialist	Graphic Designer	Training Manager	Team Leader	Senior Analyst	Analyst	Senior Database Analyst	Database Analyst	Senior Programmer	Programmer	Senior Systems Integrator	Systems Integrator	Trainer	Documentation Specialist	Other, Specify	Total Cost for Deliverable			
18	Iterative Design, Development, and Unit Test	SECURITY VULNERABILITY REMEDIATION PLAN																							\$0		
19		DETAILED DESIGN DOCUMENT																								\$0	
20	Iterative Design, Development, and Unit Test	PROGRAM CODE WITH ASSOCIATED DOCUMENTATION																								\$0	
21		NJ SUCCESS SYSTEM, READY FOR SYSTEM TEST																									\$0
22		ORACLE SCHEMA AND DDL																									\$0
23		PHYSICAL ODS																									\$0
24		PHYSICAL DATA WAREHOUSE																									\$0
25		PHYSICAL DATA MARTS																									\$0
26		DATA CONVERSION PLAN DOCUMENT																									\$0
27		INITIAL DATA CONVERSION AND SUBSEQUENT FEED PROGRAMS AND DOCUMENTATION																									\$0
28		DATA CONVERSION RESULTS																									\$0
29		FULLY LOADED ODS, DATA WAREHOUSE, AND DATA MARTS																									\$0
30		NIGHTLY SYNCHRONIZATION OF THE ODS, DATA WAREHOUSE, AND DATA MARTS																									\$0
31		INTERFACE PLAN DOCUMENT																									\$0
32		INTERFACE PROGRAMS AND DOCUMENTATION																									\$0
33		INTERFACE TEST RESULTS																									\$0
34		PRODUCTION REPORT ANALYSIS DOCUMENT																									\$0
35		FEDERAL REPORTS																									\$0
36		PRODUCTION REPORTS																									\$0
37		AD HOC TEMPLATES																									\$0
38		CHECK/FORMS/REPORTS PRINTING PROGRAMS AND DOCUMENTATION																									\$0
39	DOCUMENT MANAGEMENT STANDALONE SYSTEM																									\$0	

		Senior Project Manager	Project Manager	System Architect	Database Administrator	Testing Manager	Security Manager	Information Specialist	Graphic Designer	Training Manager	Team Leader	Senior Analyst	Analyst	Senior Database Analyst	Database Analyst	Senior Programmer	Programmer	Senior Systems Integrator	Systems Integrator	Trainer	Documentation Specialist	Other, Specify	Total Cost for Deliverable		
40	Testing	TECHNICAL DOCUMENTATION																						\$0	
41		USER DOCUMENTATION																							\$0
42		TRAINING PLAN																							\$0
43		EVALUATION MATERIALS																							\$0
44		WEB BASED TRAINING																							\$0
45		ONLINE COACHING FACILITY FOR EXTERNAL USERS																							\$0
46		TRAINING DATABASE																							\$0
47		ONLINE FACILITY FOR TRACKING AND REPORTING ON THE TRAINING EFFORT																							\$0
50		WEEKLY SYSTEM PROBLEM REPORT																							\$0
51		SYSTEM PROBLEM RESOLUTION PLAN																							\$0
52	Testing	SYSTEM TEST PLAN AND RESULTS																						\$0	
53		PERFORMANCE TEST PLAN AND RESULTS																						\$0	
54		USER ACCEPTANCE TEST PLAN PARTICIPATION																							\$0
55		HELP DESK PLAN																							\$0
56		OPERATIONAL HELP DESK																							\$0
57	Implementation	PILOT OPERATIONS REPORT																						\$0	
58		PRODUCTION SYSTEM ENVIRONMENT AT OIT																						\$0	
59		STATEWIDE IMPLEMENTATION PLAN																						\$0	
60		STATEWIDE IMPLEMENTATION																							\$0
61	Maintenance	TURNOVER PLAN																						\$0	
62		TURNOVER OF NJ SUCCESS																						\$0	
63		RELEASE PLAN																						\$0	
64		DISASTER RECOVERY ENVIRONMENT AND SITE																							\$0
		Total Cost for All Deliverables Above																						\$0	

## Price Sheet 7 Hardware, Software, and Related Services NJ SUCCESS

Bidder: \_\_\_\_\_

**Instructions:** Bidders must use this schedule to list costs for all proposed hardware and software products making up their NJ SUCCESS solution (refer to RFP section 3.3.22) .

**This price sheet is a mandatory submittal. The State, at its sole option, may or may not purchase the goods and services offered.**

Framework, transfer, or baseline software, if any, must be shown on the "Framework, Transfer, or Baseline software" worksheet, not herein.

1. For each of the seven environments, define the hardware and software needed, per environment, to support the solution.

2. Each item must be labeled as primary (P) or alternative (A). Primary indicates the best solution or recommendation currently available to support the solution proposed.

Anticipating changes in technology and information gained during the project, provide alternatives to help ensure the State can purchase through this vehicle if they so choose.

Alternatives may also be provided within one item for choices such as license type, warranty, maintenance, etc.

3. For "technology module", use the descriptors as defined in RFP Section 3.3.1, Table 3.3.1.1.

4. For "item description", "sizing justification", "install & configuration description", and other lengthy responses, provide a cross reference to the Footnotes worksheet to supply sufficient detail.

5. For software "license type", specify the type of license using P=Product, N=Named Seat, U=Number of Concurrent Users, E=Enterprise, O= Other (describe).

6. For hardware "sizing justification", provide calculations and supporting detail for system resource recommendations.

7. For "install & config cost", list the cost of services pertaining to the installation of the hardware or software.

8. For "total software" and "total hardware", total the final cost of all items in the primary proposed solution.

9. Bidders may provide pricing information and/or hourly rates for training services provided to State staff that directly relate to the installation, enhancement or support of the hardware and software proposed on this price sheet.

Software																				
Environment	Foot Note #	Primary / Alt	Technology Module	Product Name	Manufacturer	Product no, version	Item Description	License Type	Length of Warranty	Install & config descrip	List Price	Discount Percent Off Listprice	Proposed Price	Length of Maintenance Agreement	Maint Agreement Price	Install & config cost	Total price per unit	Qty	Total Proposed Price	
Design/Development																				
<i>Insert rows as needed</i>																				
Testing																				
<i>Insert rows as needed</i>																				
Quality Assurance																				
<i>Insert rows as needed</i>																				
Training																				
<i>Insert rows as needed</i>																				
Production at NJLWD																				
<i>Insert rows as needed</i>																				
Production at OIT																				
<i>Insert rows as needed</i>																				
Disaster Recovery																				
<i>Insert rows as needed</i>																				
<b>Total Software</b>		P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>\$</b>
Hardware																				
Environment	Foot Note #	Primary/ Alt	Technology Module	Product Name	Manufacturer	Model Number	Item Description	Sizing Justification	Length of Warranty	Install & config descrip	List Price	Discount Percent Off Listprice	Proposed Price	Length of Maintenance Agreement	Maint Agreement Price	Install & config cost	Total cost per unit	Qty	Total Proposed Price	
Design/Development																				
<i>Insert rows as needed</i>																				
Testing																				
<i>Insert rows as needed</i>																				
Quality Assurance																				
<i>Insert rows as needed</i>																				
Training																				
<i>Insert rows as needed</i>																				
Production at NJLWD																				
<i>Insert rows as needed</i>																				
Production at OIT																				
<i>Insert rows as needed</i>																				
Disaster Recovery																				
<i>Insert rows as needed</i>																				
<b>Total Hardware</b>		P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>\$</b>

## Price Sheet 8 Framework, Transfer, or Baseline Software NJ SUCCESS

Bidder: \_\_\_\_\_

**Instructions:** Bidders must use this price sheet to list costs for framework, transfer, or baseline software, if any, required for their NJ SUCCESS solution.

1. For each of the seven environments, define the framework, transfer, or baseline software needed, per environment, to support the solution.
2. For lengthy responses, provide a cross reference to the Footnotes worksheet to supply sufficient detail.
3. For software "license type", specify the type of license using P=Product, N=Named Seat, U=Number of Concurrent Users, E=Enterprise, O=Other (describe).
4. For "install & config cost", list the cost of services pertaining to the installation of the software.
5. Provide a total cost for all environments.
6. Costs pertaining to customizing the framework, transfer, or baseline software must be shown on the "Services by Deliverable" worksheet, rather than herein.

Environment	Foot Note #	Product Name	Vendor	Product no, version	License Type	Length of Warranty	Install & config desc	List Price	Discount Percent Offered	Proposed Price	Description of Maint Agreement	Annual Maint Cost	Install & config cost	Total price per unit	Qty	Total Proposed Price	
Design/Development																	
<i>Insert rows as needed</i>																	\$
Testing																	
<i>Insert rows as needed</i>																	\$
Quality Assurance																	
<i>Insert rows as needed</i>																	\$
Training																	
<i>Insert rows as needed</i>																	\$
Production at NJLWD																	
<i>Insert rows as needed</i>																	\$
Production at OIT																	
<i>Insert rows as needed</i>																	\$
Disaster Recovery																	
<i>Insert rows as needed</i>																	\$
<b>Total Cost</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>\$</b>



## Footnotes to Price Sheets 7 and 8 NJ SUCCESS

Bidder: \_\_\_\_\_

**Instructions:** Bidders may use this worksheet to list footnotes to Price Sheet 7, "Hardware, Software, and Related Services", or Price Sheet 8, "Framework, Transfer, or Baseline Software".

**DO NOT USE THIS WORKSHEET FOR FOOTNOTES TO ANY OTHER PRICE SHEET(S).**

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

ATTACHMENT 6 - RECIPROCITY FORM

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

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

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

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and will 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 will 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*

## Effective October 15, 2004 Executive Order 134 Certification

Bidder: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

For the purpose of this Certification:

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

“Contribution” – means a Contribution reportable by the recipient under the “New Jersey Campaigns and Expenditures Reporting Act,” P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. Currently, Contributions in an amount in excess of \$400 during a reporting period are deemed “reportable” under these laws.

As of January 1, 2005, that threshold will be reduced to Contributions in excess of \$300.

---

I hereby certify as follows:

1. Commencing on and after October 15, 2004, the below named person, company or organization has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Executive Order 134, signed by Governor James E. McGreevey on September 22, 2004 (hereafter “E.O. 134”).

**a) Within the 18 months (from October 15, 2004) immediately preceding the Solicitation, the Business Entity has not made a Contribution to:**

- (i) Any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; or
- (ii) Any State or county political party committee

**b. Effective October 15, 2004, during the term of office of the current Governor, the Business Entity has not made a Contribution to**

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

**c) Effective October 15, 2004, within the 18 months immediately preceding the last day of the term of office of the Governor, the Business Entity has not made a Contribution to**

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or County political party committee of the political party nominating such Governor in the last gubernatorial election preceding the election. In the event such a Contribution has been made, the Business Entity will be barred from receiving the award of a contract throughout the remaining term of the current Governor and the full term of the next Governor.

2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.
3. This certification is submitted to the Division of Purchase and Property (the "Division") in order to induce the Division to accept the Bidder's bid proposal, with knowledge that the Division is relying on the truth of the statements contained herein, and that compliance with EO 134 is a material term of any contract awarded pursuant to the solicitation for this bid proposal.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Company or Organization: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Relationship to Contractor (check one):**

- |   |  |
|---|--|
| <input type="checkbox"/> Officer or other authorized representative | <input type="checkbox"/> Principal       |
| <input type="checkbox"/> Political Organization                     | <input type="checkbox"/> Spouse or child |
| <input type="checkbox"/> Subsidiary                                 |  |

**ATTACHMENT 8 - DISCLOSURE OF POLITICAL CONTRIBUTIONS**

**Effective October 15, 2004  
Disclosure of Political Contributions**

**Bidder:** \_\_\_\_\_

**Solicitation Number:** \_\_\_\_\_

Pursuant to Executive Order #134 ("EO 134") promulgated by the Honorable James E. McGreevey, Governor of New Jersey, all business entities with which the State intends to contract are required to disclose all Contributions in excess of \$400 (N.J.A.C. 19:25-10(1), et seq.) (in excess of \$300 as of January 1, 2005) from October 15, 2004, through the date of signing of this disclosure, to any entity designated and organized as a "political organization" under 26 U.S.C.A. 527, that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Indicate "none" if no Contributions are being declared.**

A separate Disclosure must be submitted by each of the following, defined as a "Business Entity" under EO 134:

- (i) a Business Entity submitting a Disclosure on its own behalf;
- (ii) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit;
- (iii) any subsidiaries directly or indirectly controlled by the business entity;
- (iv) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; or
- (v) if a business entity is a natural person, that person's spouse or child, living at the same address.

Name of 527 Political Organization	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of 527 Political Organization

This certification is submitted to the Division of Purchase and Property (the "Division") in order to induce the Division to accept the Bidder's bid proposal, with knowledge that the Division is relying on the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Company or Organization:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Relationship to Contractor (check one):**

Officer or other authorized representative

Principal

Political Organization

Subsidiary

Spouse or child

**ATTACHMENT 9 – CONTINUING DISCLOSURE OF POLITICAL CONTRIBUTIONS**

**Effective October 15, 2004**

**Continuing Disclosure of Political Contributions**

**Bidder:** \_\_\_\_\_

**Solicitation Number:** \_\_\_\_\_

Pursuant to Executive Order #134 (“EO 134”) promulgated by the Honorable James E. McGreevey, Governor of New Jersey, all business entities with which the State intends to contract are required to disclose all Contributions in excess of \$400 (N.J.A.C. 19:25-10(1), *et seq.*) (in excess of \$300 as of January 1, 2005) from October 15, 2004 through the date of signing of this disclosure, to any entity designated and organized as a “political organization” under 26 U.S.C.A. 527, that is also defined as “continuing political committee” under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Indicate “none” if no Contributions are being declared.**

A separate Disclosure must be submitted by each of the following, defined as a “Business Entity” under EO 134:

- (vi) a Business Entity submitting a Disclosure on its own behalf;
- (vii) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit;
- (viii) any subsidiaries directly or indirectly controlled by the business entity;
- (ix) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; or
- (x) if a business entity is a natural person, that person's spouse or child, living at the same address.

Name of 527 Political Organization	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of 527 Political Organization
<b>Pertaining to Disclosure of Political Contributions to: any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; and any State or county political party committee</b> <b>Indicate “none” if no Contributions are being declared.</b>				
Name of Committee or Fund	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Company or Organization:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Relationship to Contractor (check one):**

Officer or other authorized representative

Principal

Political Organization

Subsidiary

Spouse or child

ATTACHMENT 10 – RESUME TEMPLATE

**NAME**

**Role:** \_\_\_\_\_ *(indicate if backup)*

<p><b>Relevant Experience:</b></p> <ul style="list-style-type: none"><li>• .....</li><li>• .....</li><li>• .....</li></ul>
--

**SUMMARY OF PROFESSIONAL CAPABILITIES**

*List or describe capabilities relevant to NJ SUCCESS*

**EDUCATION** *(in reverse chronological order)*

**Degree, Year  
Institution, City, State**

**PROFESSIONAL EXPERIENCE** *(in reverse chronological order)*

*For each project, indicate:*

**Project Name:  
Client or Employer:  
Project Dates:  
Project Role:**

**Contact Name, Title:  
Contact Address:  
Contact Telephone, Fax, Email:**

**Project Description:**  
*Describe the project and the individual's role.  
Level of detail provided depends upon relevance to NJ SUCCESS.*

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.
- 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** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. As mandated by this bid, failure to submit a copy of the Business Registration Certificate within the bid proposal will be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. 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/busregcert.htm>

- 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-1 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 REPLACED BY SECTION 5.27 OF THE SPECIAL TERMS AND CONDITIONS OF THIS RFP**

**2.2 REPLACED SECTION 5.28 OF THE SPECIAL TERMS AND CONDITIONS OF THIS RFP**

**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 with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and 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. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

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:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE  
\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

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

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

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

### **3.3 BID AND PERFORMANCE SECURITY**

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

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

a. Issue an award notice for those offers accepted by the State;

b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor

may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

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

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

- 3.4 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**

- For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- 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 MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions 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 MasterCard. 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.

- **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.

**Advertised Bid Proposal  
2005-X-37406  
Amendment 01**

Bidding Opportunities

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**DESIGN DEVELOPMENT & IMPLEMENTATION FOR  
NJ SUCCESS-LABOR & WORKFORCE DEVELOPMENT**

**Advertised Bid  
Proposal Number:** 2005-X-37406

**Advertised Bid  
Proposal Issue Date:** 12/13/2004

**Bid Opening  
Date/Time:** 01/27/2005  
2 PM

**Set-Aside Category:** SUBCONTRACTING SMALL BUSINESS

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MOST OF THE QUESTIONS DEFERRED AT THE MANDATORY PRE-BID CONFERENCE AS WELL AS THE QUESTIONS E-MAILED TO THE BUYER PRIOR TO THE CONFERENCE ARE ANSWERED IN A PDF FILE ACCOMPANYING THIS ADDENDUM. THE FEW REMAINING UNANSWERED QUESTIONS WILL BE ANSWERED IN THE NEXT ADDENDUM.

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Bidding Opportunities



## NJ SUCCESS PRE-BID CONFERENCE QUESTIONS AND ANSWERS

Page	Reference	Question	Response
1	General Cover Page Proposal Due Date	In order to ensure the delivery of a compliant and comprehensive RFP response, especially given the holiday season, we would like to request an extension of the due date to Friday, February 4th.	The State will extend the bid proposal due date to January 27, 2005. This amends the cover page 1 of the RFP. It changes the Bid Submission Due Date from 01-13-2005 to 01-27-2005.
8	Section 1.2, Background	The State has identified foundational projects in appendix H, UI Modernization Strategic Plan Appendices that are currently undertaken or to be undertaken by the State. Specifically, these are: <ul style="list-style-type: none"> <li>• 4 operational data store (ODS) projects</li> <li>• 2 of the 5 IVR projects</li> <li>• epayments (probably direct deposit of benefit payments)</li> <li>• Implementation of digital recording</li> </ul> Should the vendor assume that these projects would be completed by the start date for NJ SUCCESS? What are the outputs from these projects that are available for NJ SUCCESS?	The status of the Foundational Projects is as follows:  ODS: By 12/31/04 the team is scheduled to have completed the As-Is logical data model and a data dictionary. Remaining projects were rolled into components of NJ SUCCESS.  IVR: Deferred to be delivered by the DDI Contractor as components of NJ SUCCESS.  Epayments: Fully implemented as of 12/31/04. NJ SUCCESS will replace this functionality.  Digital Recording: Fully implemented as of 12/31/04. NJ SUCCESS will replace this functionality.
9	Section 1.2.1, Introduction to the unemployment insurance program	Triage and Inquiry: “The process by which claimants and employers can immediately access the Division of UI via local no-cost or low-cost phone numbers...” The need for a local number per One Stop Center enabled by VoIP is also referenced in Appendix B. Is the vendor responsible for providing local no-cost or low-cost phone numbers per One Stop Center (enabled by VOIP)?	No, the State will provide the phone numbers.
9	Section 1.2.2, Expected Benefits	“The new system must also result in greater staff efficiencies that will ameliorate funding shortfalls”. How is the vendor expected to demonstrate this result? What are the current staff efficiencies and funding shortfall metrics?	This statement, although it refers to the system, more accurately refers to efficiencies that will be gained by the overall UI Modernization effort.  The DDI Contractor is not expected to demonstrate this result.

Page	Reference	Question	Response
10	Section 1.2.3, Current Claims Volumes	<p>1. What is the average number of documents and pages associated with an Initial Claim and a Continuing Claim?</p> <p>2. What is the annual volume for appeals?</p> <p>3. Is it the desire of the State that the entire NJ SUCCESS system to include Document Management System must be able to process 200% of the 2003 Claim volumes?</p>	<p>Question 1: Currently 25 for a new claim, 1 for a continued claim.</p> <p>Question 2: 45 to 50 thousand per year.</p> <p>Question 3: Yes.</p>
15	Section 1.3.4, Submission of Bid Proposal	In regard to the due date, will the State consider an extension on this due date given its proximity to the holidays?	The State will extend the bid proposal due date to January 27. This amends Section 1.3.4, "Submission of Bid Proposal", from Date/Time 01-13-2005 to 01-27-2005.
15	Section 1.3.4, Submission of Bid Proposal	<p>This bid opportunity has a large, complex scope and a very aggressive schedule to submit a proposal. Page 15 section 1.3.4 Submission of Bid Proposal -- The RFP and all of its appendices cover over 2000 pages.</p> <p>Will NJLWD consider an extension to February 13 so that vendors could better analyze this information and develop compliant and comprehensive proposals to meet your needs?</p>	The State will extend the bid proposal due date to January 27. This amends Section 1.3.4, "Submission of Bid Proposal", from Date/Time 01-13-2005 to 01-27-2005.
17	Section 1.4.1, Revisions to this RFP	When will addendum be available on the web?	The State is striving to have all questions deferred from the Mandatory Pre-Bid Conference answered within one week of the conference.
25	Section 3.1.3, Role of State Technical Staff and Knowledge Transfer	<p>NJ has identified specific state staff to be involved in the delivery of the project. Does the State envision these personnel to have delivery responsibility for tasks included in the DDI fixed price scope of work?</p> <p>If yes, what checks and balances are proposed as to ensure timely delivery of these tasks, as it is stated that these staff will be managed by State managers.</p>	<p>Question 1: The DDI Contractor is responsible for the deliverable. State personnel will participate in the tasks needed to develop of the deliverable.</p> <p>Question 2: The DDI Project Manager(s) and the State Project Managers will work as a team to assign State and DDI resources to assignments and to monitor the progress on these assignments.</p> <p>Working as a team is necessary to fulfill the Knowledge Transfer requirements.</p>
25	Section 3.1.3, Role of State Technical	There are no Business Analysts listed to support the Iterative Design, Development, and Unit Test Phase.	The State will extend the availability of the business analysts to support the Iterative Design, Development,

Page	Reference	Question	Response
	Staff and Knowledge Transfer	<p>Since there will still be detailed decisions concerning business rules, exact screen layouts, etc., being made during this phase, we anticipate the need to have some business analysts available to support these decisions.</p> <p>Will the state consider extending the business analysts to support this phase, and/or who will review and approve these decisions for the state during this phase, e.g. the state's PM?</p>	<p>and Unit Test Phase.</p> <p>This amends Section 3.1.3 of the RFP, "Role of State Technical Staff and Knowledge Transfer". The Phase Iterative Design, Develop and Unit Test will include the Role of Business Analysts and the estimated resources to be 4.</p>
25	Section 3.1.3, Role of State Technical Staff and Knowledge Transfer	Please clarify requirements for "ad-hoc" training as described in this section.	Ad hoc training is those situations where there is a determination made by the State and DDI project manager that the DDI Contractor might need to provide a training session. It is anticipated that these session will be of one or two hour duration, once or twice a month.
26	Section 3.1.5, DDI Contractor Staffing	<p>The eight required staff positions are: Senior Project Manager, Project Managers, System Architect, Database Administrator, Testing Manager, Security Manager, Information Architect/Content Specialist, Graphic Designer, Training Manager</p> <p>The role of a programmer /programmer analyst is not mentioned here. Any reason for this omission?</p>	These are the key management roles for the project and were not inclusive of all of the roles and positions that the bidder would need to provide for the project. Price sheet 2 – Labor category rates identifies the typical roles needed for this effort.
26	Section 3.1.5, DDI Contractor Staffing	<p>Preferred qualifications:</p> <p>"At least 1 year of experience...for UI benefits". At the time that NJLWD began to plan NJ Success, only Colorado, Pennsylvania and Wisconsin were engaged in unemployment modernization efforts with the legacy-replacing scope of NJ Success. Today those states remain in progress and are joined by New York, Nebraska, Mississippi, Iowa and Illinois and others."</p> <p>Given this substantial expansion of the unemployment modernization effort nationally and the fact that most persons who have worked in UI benefits modernization are already working or engaged in other state efforts, what strategies, other than personal experience, will the state value that affirm the DDI Contractor's capabilities to partner with NJLWD to realize your vision for NJ Success?</p>	Although this is a preferred qualification, New Jersey's UI Modernization effort is significant and is best served with DDI personnel that can fulfill this qualification. Please note that the RFP expresses a preference not for experience with UI modernization, but rather for at least one year of experience working with a UI benefits system.

Page	Reference	Question	Response
26	Section 3.1.5, DDI Contractor Staffing	NJ requires Project Manager(s) from the DDI Contractor reporting to the DDI Senior Project manager Is there a requirement of how many project managers?	No, there is no quantity requirement for the number of DDI Project Managers reporting to the DDI Senior Project Manager.
26	Section 3.1.5, DDI Contractor Staffing	In Section 3.1.5 DDI Contractor Staffing, says the DDI Contractor provides 8 required staff positions, but 9 are listed: (1) Senior Project Manager, (2+) Project Managers, (3) System Architect, (4) Database Administrator, (5) Testing Manager, (6) Security Manager, (7) Information Architect/Content Specialist, (8) Graphic Designer, (9) Training Manager.  What types of managers are required in the generic category of Project Managers, i.e., Development, Design, Deployment, Organizational Change?	Question 1: There are nine positions.  Question 2: The DDI Contractor needs to identify the types of managers needed to complement their proposed solution.  This amends RFP Section 3.1.5, "DDI Contractor Staffing". The statement "The eight required staff positions are" should read "The nine required staff positions are".
28	Section 3.1.6, DDI Contractor Logistics	"To support iterative development, allow involvement of State technical staff, ensure knowledge transfer, and provide security, all work must be performed onsite at the NJLWD site in Trenton, NJ, for the duration of the project." Could there be a possibility of some portion of the work being done at the contractor location?	No, the State's experience is that the State is best served when the vendor works on-site.
28	Section 3.1.5, DDI Contractor Staffing	DDI Contractor Staffing  What are the expectations regarding the work location of the Training Manager? (Percentage of time on-site?)	The Training Manager will be based out of the Trenton NJLWD office with the expectation that (s)he will conduct classes in locations defined in the Training Plan.
28	Section 3.1.6, DDI Contractor Logistics	Who has responsibility for administration of the software development tools?	The DDI Contractor is responsible for the administration of the software development tools. The DDI contractor in conjunction with LWD IT staff will be responsible for administration of the software development tools.
28	Section 3.1.6, DDI Contractor Logistics	Does all work need to be on site?	All work must be performed onsite at NJLWD in Trenton, NJ.
28	Section 3.2, Tasks and Deliverables	Tasks and Deliverables. If a base set of capabilities are to be utilized to satisfy the technical and functional requirements of this RFP (i.e. Section 3.3, and 3.4), will the state allow flexibility in satisfying the development	The DDI Contractor will follow the tasks and deliverables as outlined in RFP Section 3.2.

Page	Reference	Question	Response
		<p>process requirements of this Section 3.2 where the base provides benefits for the state, meets the "intent" and "major things" of the development process requirements, but does not meet each and every one, literally, because it is not as warranted for the IDE for the base approach. e.g., for a framework base, which includes a highly model-driven, executables-generated IDE (Integrated Development Environment), which exploits industry-leading Rational tools, some of the "physical implementation" artifacts for OO (some of the object diagrams) and RDBMS ( physical data model ) are not as necessary during design and development because they are automatically produced, as opposed to custom coded.</p>	
29	Section 3.2.1, Project Management	<p>With reference to the following DDI tasks:          "Adhere to the PMO's risk management processes"          "Adhere to the PMO's issue management processes"          "Adhere to the PMO's scope change control processes",          Could the State provide a description of these processes?</p>	<p>These will be provided to the winning bidder. They conform to PMI PMBOK practices.</p>
29	Section 3.2.1, Project Management	<p>What is the relationship of the NJ SUCCESS project to the PMO? What authority does the PMO have with regards to the NJ SUCCESS project?</p> <p>Does the PMO exercise any control over the NJ SUCCESS project schedule?</p> <p>For example, what happens if the PMO needs to change the overall schedule to adapt to another issue that does not affect the NJ SUCCESS project specifically</p>	<p>As depicted in Appendix W, the PMO and its Steering Committee are the governance body over UI Modernization with the NJ SUCCESS projects as one of the components of this effort.</p> <p>PMO and its Steering Committee have full governance of the NJ SUCCESS project.</p> <p>The PMO and its Steering Committee have full control over the NJ SUCCESS project schedule.</p> <p>The PMO and the Steering committee follow a Change Order process that documents the impacts to other ongoing efforts. The PMO and Steering Committee will make changes to the schedule based on the risks and value of making a change.</p>

Page	Reference	Question	Response
29	Section 3.2.1, Project Management	<p>It is stated that “The State, with guidance from the PS Contractor, is responsible for change management processes and activities.”</p> <p>What role will the DDI Contractor have with respect to change management, notably in proposing, evaluating, and approving changes? (Ref. 3.2.1 Project Management, p. 29)</p>	The DDI Contractor will participate in the scope change management process in proposing, evaluating, and approving changes.
29	Section 3.2.1, Project Management	Project Management – The DDI Contractor is required to participate in Steering Committee meetings, is there a defined governance structure for the project?	See Appendix AA.
29	Section 3.2.1, Project Management	<p>The RFP states that the DDI Contractor must adhere to the PMO’s Risk Management, Issue Management and Change Control processes.</p> <p>What is the involvement of the DDI Contractor in the definition and approval of the scope, schedule and duration of these processes?</p>	<p>The DDI contractor will participate in Risk, Issue, and Change Control sessions.</p> <p>The DDI Contractor will follow the processes as designed.</p>
30	Section 3.2.2, Quality Management	What CMM Quality Assurance and Quality Control standards are necessary?	The State will establish criteria with the winning bidder.
30	Section 3.2.2, Quality Management	<p>In regard to the requested quality review meetings, does the State have a preference for the frequency of these meetings?</p> <p>Also, what staff positions from the State and PS contractor will need to be in attendance at these meetings?</p>	<p>Question 1: The quality review meetings should meet at a minimum once every two weeks.</p> <p>Question 2: The number of attendees will vary depending on the particular meeting.</p>
30	Section 3.2.2, Quality Management	<p>It is stated that “These activities shall ensure that the State and NJLWD infrastructure, equipment (desktop PCs, servers, telephony systems, etc.), software and services, application development and implementation services meet all State requirements and all other applicable professional and technical standards.”</p> <p>Please provide examples of the applicable State requirements and other standards. (Ref. 3.2.2 Quality Management, p. 30)</p>	<p>The requirements defined in this RFP identify the standards necessary for the bidder to complete its proposal.</p> <p>The State is in the process of developing standards for additional technical areas.</p>

Page	Reference	Question	Response
31	Section 3.2.4, Analysis and Conceptual Design	How valuable would a complete flow control model of the current system be in the Analysis and Conceptual Design Phase of the project?	The value would be in ensuring that all interfaces are defined and documented.
31	Section 3.2.4, Analysis and Conceptual Design	How valuable would an actual data model of the current system be in the Analysis and Conceptual Design Phase of the project?	The State will provide an "As-Is" logical data model of the current system to the winning bidder.
31	Section 3.2.4, Analysis and Conceptual Design	<p>It is stated that "The State has developed Activity diagrams and Use Case diagrams with Rational Rose, as well as extensive context diagrams which show ordered inputs and outputs to the business processes. These Use Cases and Activity Diagrams are required reading for the DDI Contractor." Also that "The State has also developed an as-is logical data model and data dictionary (completion in December 2004, RFP Section 1.3.5, pg. 14).</p> <p>The State will make this model and data dictionary available to the successful bidder, and these must be used as a basis for NJ SUCCESS."</p> <p>Please clarify to what extent the DDI Contractor is bound to use these work products as the basis for the current system. For instance, can the data model be merged into an existing data model brought by the contractor?</p> <p>Can these work products be made available for inspection for purposes of preparing our proposal? (Ref. 3.2.4 Analysis and Conceptual Design, p.31).</p>	<p>The DDI Contractor is bound to use these components.</p> <p>The DDI Contractor will need to perform a gap analysis between the State's as-is data model and their proposed data model. The State anticipates that in most cases the information provided can be merged with information from the vendor, but will depend on the results of the gap analysis and on how well the vendor's proposed data model meets the requirements of the system.</p> <p>The Use Cases are available in Appendix R.</p> <p>The "As-Is" logical model will be made available to the winning bidder.</p>
33	Section 3.2.5, Assessments and Specifications A	In regard to the assessment of the Capacity Assessment and Planning Document, is the document currently in existence or is the State requesting that the DDI Contractor create such a document?	The DDI Contractor will develop this document
33	Section 3.2.5, Assessments and Specifications E	In regard to the Security Vulnerability Assessment, is it envisioned that this review will focus solely on the DOL network or will it include the broader State WAN administered by OIT?	<p>Question 1: The Security Vulnerability Assessment should look at the statewide network only as it pertains to the security functions required by NJ SUCCESS.</p> <p>Question 2: Approximately 75 facilities.</p>

Page	Reference	Question	Response
		Question 2: Can the State provide an assessment of the number of network facilities it envisions being included in this review	
34	Section 3.2.5, Assessments and Specifications, Section 3.2.20 (p. 61), Recommended Hardware, Section 3.2.21 (p. 62), Recommended Software	Are the resources to be identified by the vendor during the five assessments outside the scope of the state's requirement for recommended hardware and software to be identified in the proposal response?	<p>The bidder must recommend the hardware and software needed to implement its solution using the assumption that the State has no hardware or software in place.</p> <p>Because the State does have hardware and software in place, the assessments will help the State and DDI Contractor identify whether any of the existing hardware and software can be reused in the DDI Contractor's proposed solution.</p> <p>Based on the results of these assessments, the State will determine what hardware and software will be purchased through State Contract or through the DDI Contractor.</p>
34	Section 3.2.5, Assessments and Specifications	<p>It is stated that "The DDI Contractor shall make an assessment of the existing IVR, ACD, and Call Center modules as well as the network infrastructure that supports the telephony solution. The three existing call centers will remain, even though the technology might be upgraded or entirely replaced."</p> <p>Is it expected that hardware related to voice is not to be included in bidders' proposals? (Ref. 3.2.5 Assessments and Specifications, p.34)</p>	The DDI Contractor must recommend the hardware and software needed for the telephony solution. See RFP Section 3.3.8, "Telephony", for details on this requirement.
35	Section 3.2.6, Iterative Design, Development and Unit Test	Does the State recommend specific Testing tools to be used?	No, the State asks that the bidder recommend testing tools that are best suited for the technical design that they propose.
35	Section 3.2.6, Iterative Design, Development and Unit Test	Your current system has 30+ years (and untold man years), of development effort in it. Presumably it works, so all of the document and undocumented business rules are incorporated into the system. With all of this in mind will you entertain proposal responses that recommend migration of the existing legacy system to the new J@EE architecture?	<p>RFP Section 3.4 states that the DDI Contractor is responsible for identifying the required business rules for NJ SUCCESS.</p> <p>The State would not entertain a conversion of the current legacy system to a J2EE environment.</p>



Page	Reference	Question	Response
35	Section 3.2.6, Iterative Design, Development and Unit Test	Will the DDI Contractor have any input into the design of the test protocols?	Yes.
36	Section 3.2.7, Operational Data Store, Data Warehouse, and Data Mart Constructions	It is stated that "The DDI Contractor shall create the physical Oracle data structures for the Operational Data Store (ODS), the Data Warehouse and approximately six (6) Data Marts as per the Conceptual Design Document."  What hardware and disk sizing guidance can NJLWD provide for these?	The DDI Contractor needs to size these appropriate to their experience with similar systems.
36	Section 3.2.7, Operational Data Store, Data Warehouse, and Data Mart Constructions	Is it only the Operational Data Store which must be completed one year in advance, or do the data warehouse and data marts also need to be completed a year in advance?	Although the answer provided at the bidder's conference indicated that only the ODS was needed a year ahead of time, the correct requirement is for the Operational Data Store, Data Warehouse, and data marts to be implemented one year ahead of time. See Appendix X for the schedule. Section 3.2.7 correctly states: "The ODS, Data Warehouse, and Data Marts will be created a year prior to pilot."
36	Section 3.2.7, Operational Data Store, Data Warehouse, and Data Mart Constructions	Will the Data Warehouse need Star Schemas?	The Data Warehouse will use data structures similar to the ODS.  Star Schemas will be needed for the Data Marts.
36	Section 3.2.7, Operational Data Store, Data Warehouse, and Data Mart Constructions And Sections 3.2.8, 3.2.12	There are multiple pieces of functionality which the RFP requires be in place "12 months prior to pilot" such as: <ul style="list-style-type: none"> <li>• 3.2.7 (p. 36) - Creation of the ODS, Data Warehouse and Data Marts.</li> <li>• 3.2.8 (p. 38) – run initial conversion and load data</li> <li>• 3.2.12 (p.50) - implementation of document management, imaging and workflow.</li> </ul> Please clarify the reasoning for these pieces to be place 12 months prior to the live date.	These deliverables: <ul style="list-style-type: none"> <li>• Will assist in simplifying the Statewide implementation;</li> <li>• Allow early access to functionality; and,</li> <li>• Smooth the organizational change management approach.</li> </ul>
36	Section 3.2.7, Operational Data Store, Data Warehouse, and	The DDI Contractor is tasked with creation of the physical ODS, Data Warehouse, and data marts.	No. As stated in RFP Section 1.2.5, the State will provide an as-is logical data model.

Page	Reference	Question	Response
	Data Mart Construction	Will the State be providing the logical data models?	
36	Section 3.2.7, Operational Data Store, Data Warehouse, and Data Mart Construction	Should we assume that the State will create the logical data model?	No. The DDI Contractor must create the to-be logical and physical data models. However the State will provide the standards, guidelines and formats etc. for the logical and physical data models. The design must follow the methodology and standards of the "as is" data model.
38	Section 3.2.8, Data Conversion	RFP states: "Some of the legacy systems that are described below will be converted completely and retired from service when NJ SUCCESS is completely in production, and some systems will continue to interface with NJ SUCCESS even after full production." Which are the legacy systems that will interface with NJ Success after production and what is their role?	See Table 3.2.9, "Anticipated Interfaces for NJ SUCCESS", on 43-46. This table identifies whether the interface is new or existing (legacy) and the type of data that is interfaced.  RFP Section 3.2.9 address interfaces.
38	Section 3.2.8, Data Conversion.	"Data Conversion encompasses the transfer of operational data to NJ SUCCESS from other systems that will be decommissioned."  Is it the State's intention to incorporate the functions of the decommissioned system into NJ SUCCESS in addition to transfer of operational data?  If so, please clarify that the requirements for these functions are included in the RFP.	Yes, the functions of decommissioned systems will be built into NJ SUCCESS  Functions of decommissioned systems that will be built into NJ SUCCESS have been listed in the section 3.4 functional requirements and Appendix R.
38	Section 3.2.8, Data Conversion	Description of Key Legacy Systems. "Some of the legacy systems that are described below will be converted completely and retired from service when NJ SUCCESS is completely in production, and some systems will continue to interface with NJ SUCCESS even after full production."  We understand that data conversion applies not only to systems that will be decommissioned but also systems that will continue operation and interface with NJ SUCCESS after NJ SUCCESS is in full production.  Is this correct?	Yes.
38	Section 3.2.8,	It is stated that "Starting a year prior to Pilot, the DDI	Question 1: State personnel will use the Data Warehouse

Page	Reference	Question	Response
	Data Conversion	<p>Contractor shall run an initial conversion and load of the ODS and Data Warehouse through a conversion of LOOPS and other UI data" and then updated nightly from the legacy system through statewide rollout.</p> <p>What uses will be made of the ODS and Data Warehouse in the period prior the Pilot Phase?</p> <p>Who will access it and through what user interface or mechanism? (Ref. 3.2.8 Data Conversion, p.38)</p>	<p>and associated data marts to start generate operational and management reports</p> <p>Question 2: The DDI Contractor should recommend access, Business Intelligence, and ad hoc reporting tools. See RFP Section 3.3.1.</p>
38	Section 3.2.8, Data Conversion	Can we assume that paper, microfilm or microfiche data, if they do exist, are NOT part of the conversion effort?	The DDI Contractor is not responsible for converting microfilm or microfiche data.
38	Section 3.2.8, Data Conversion	<p>It appears that the "best" way to migrate the data is to analyze the code that accesses it to "learn" how to export it.</p> <p>Will there be NJ technical resources available to assist with this analysis?</p>	State technical resources will be available to assist with conversion analysis
38	Section 3.2.8, Data Conversion	<p>Just to clarify, under the heading "The key legacy system whose data must be converted include," The Interstate Connection (ICON) system is listed. It is also stated that only the interface to the ICON will need to be rewritten,</p> <p>I.e., conversion of the federal ICON system data is not in scope of this RFP.</p> <p>Is this correct?</p>	<p>The DDI Contractor must rewrite the front and back ends of ICON's <u>current interface with New Jersey</u>. The entire ICON System does not need to be rewritten, only New Jersey's interface to the ICON system.</p> <p>The DDI Contractor must convert the transmitted data that is being sent or received through the ICON system.</p>
39	Section 3.2.8, Data Conversion	<p>Page 39 section 3.2.8, Data Conversion</p> <p>What are in-series appointments?</p>	In-series appointments are appointments which are scheduled for claimants and/or employers during the time period that a claim remains active.
40	Section 3.2.8, Data Conversion	<p>The following systems are shown in the LOOPS Context Diagram while they are not shown in the NJ SUCCESS Context Diagram.</p> <p>Should we interpret this to mean that these systems will be decommissioned after their operational data has</p>	<p>VERIS - eliminated; functionality included in NJ SUCCESS via the SSA/ICON interface</p> <p>SAVE – Interface BAM/QC – Interface</p>

Page	Reference	Question	Response
		<p>been fully transferred to NJ SUCCESS and/or their functionality incorporated into NJ SUCCESS?</p> <p>Please confirm/clarify.</p>	<p>ALFA – eliminated; functionality included in NJ SUCCESS</p> <p>LO8V – eliminated; functionality included in NJ SUCCESS</p> <p>ACES(CAPS) – eliminated; functionality included in NJ SUCCESS</p> <p>WDP Statistics – eliminated; functionality included in NJ SUCCESS</p> <p>1099G Processing – eliminated; functionality included in NJ SUCCESS</p> <p>TRA, DUA, TRA/NAFTA Online Payments – eliminated; functionality included in NJ SUCCESS</p> <p>RCC Application – eliminated; functionality included in NJ SUCCESS</p>
40	Section 3.2.8, Data Conversion	<p>We understand “Secure File Transfer” depicted in the diagrams to mean the availability/need for a Secure File Transfer mechanism and not to mean a system like other boxes in the diagram.</p> <p>Is this correct?</p>	Yes.
40	Section 3.2.8, Data Conversion	<p>Some systems with which we will interface are slated to change – (ACSES for example). Does the State have a plan for how this will be accommodated?</p>	The DDI Contractor with the State will design this and all the other interfaces during the Conceptual Design Phase of the project.
40	Section 3.2.8, Data Conversion	<p>Some systems with which we will interface are slated to change – (ACSES for example).</p> <p>Does the State have a plan for how this will be accommodated?</p>	The details and plans for each of these interfaces will be identified during the Conceptual Design Phase.
40	Section 3.2.8, Data Conversion, and Section 3.2.9, Interfaces	Under the heading “The key legacy systems whose data must be converted include,” it is stated that the data in the Disability Automated Benefits System (DABS) is to be structured in the NJ SUCCESS system.	DABS will have its own system, but will have a subset of its data resident in the NJ SUCCESS ODS.

Page	Reference	Question	Response
		<p>However, DABS will still function on its own per the table listed in 3.2.9, INTERFACES.</p> <p>So, will the data in the NJ SUCCESS system be the operational data for DABS, or will DABS continue to have its own data source outside of the NJ SUCCESS system and an interface will need to be created between DABS and NJ SUCCESS?</p>	
40	Section 3.2.8, Data Conversion, and Section 3.2.9, Interfaces	<p>This section states for the Employer Accounts System: “The system utilizes an Oracle database running on a client server system. Employer information, incl. FEIN #'s, employer experience ratings, and weeks and wages data will be structured into the new NJ SUCCESS ODS to receive ongoing interface data from Division of Revenue (DOR) in the future.</p> <p>There will not be an interface build requirement for NJ SUCCESS. When NJ SUCCESS is in full production, NJ SUCCESS data will be available for the Employer Accounts System to access.” Does this mean that once NJ SUCCESS is in full production that the data for the Employer Accounts System will be housed in NJ SUCCESS?</p> <p>What is meant by the sentence “There will not be an interface build requirement for NJ SUCCESS?”</p> <p>Table 3.2.9, Anticipated Interfaces for NJ SUCCESS, in section 3.2.9, INTERFACES, lists the Employer Accounts System with the storage location of EAS.</p>	The Employer Accounts system will provided data to the NJ SUCCESS data warehouse through a daily interface. This interface will also need to feed the NJ SUCCESS ODS to allow real-time access through the NJ SUCCESS system.
40	Section 3.2.8, Data Conversion	RFP states that the DDI Contractor is responsible for identifying the system of ownership for data elements. It is recommended that the State make the ultimate decision on what the system of record is for the State data.	The DDI Contractor should identify and recommend the system of record; the State will make the ultimate decision on the system of record.
42	Section 3.2.9, Interfaces	Development of interfaces requires a high-degree of cooperation from agencies sending/receiving data.	Yes.

Page	Reference	Question	Response
		We understand that it is the State's responsibility to obtain agency cooperation. Please confirm.	
42	Section 3.2.9, Interfaces	Is the vendor or the interfacing agency responsible for developing the data transfer mechanism for interfacing with NJ SUCCESS at the agency end?	The vendor is responsible for developing the data transfer mechanism for interfacing with NJ SUCCESS at the agency end.
42	Section 3.2.9, Interfaces	Appendix F pertaining to Interfaces (Powerpoint pg 13) refers to a "Statewide ODS".  Is creation of the "Statewide ODS" part of the scope of this project?	No.
42	Section 3.2.9, Interfaces	Appendix F pertaining to Interfaces (Powerpoint Pg 17) depicts a system called "CTTS".  Is interfacing with this system part of the scope of this project?	No.
42	Section 3.2.9, Interfaces	It is stated in the RFP that the contractor is responsible for ALL interfaces, batch programs, etc., for the development of the NJ SUCCESS system.  There are context diagrams of interfaces and batch report identifications.  Should we count the number of interfaces, reports, etc., and make the assumptions on the level of effort based on what's shown in the RFP, or are there specific numbers identified by the State on its expectations of interfaces, reports, etc.?	See Table 3.2.9, "Anticipated Interfaces for NJ SUCCESS", on pages 43-46. This table identifies whether the interface is new or existing (legacy) and the type of data that is interfaced. The DDI Contractor should derive a reasonable count of interfaces from this table.
42	Section 3.2.9, Interfaces	Section 3.2.9 INTERFACES Section 3.2.9 states that the interfaces listed in table 3.2.9 as being real-time must also be available as batch for back-up situations in which the real-time processing is not functioning or is not possible.  How does the designation of "Real-Time" differ from "Both" in table 3.2.9?  What is the functionality that would cause this distinction to be made?	Those interfaces designated as Real Time will require batch access in an emergency situation. Those described as "Both" will have both batch and real-time access on a daily, weekly, and/or monthly access depending on the interface.

Page	Reference	Question	Response
42	Section 3.2.9, Interfaces	Related to the previous question, for real-time interfaces that are not functioning or not possible, is it sufficient to queue requests that will be executed once real-time processing is functioning again?	Yes.
42	Section 3.2.9, Interfaces	Web Services is mentioned as the recommended standard for all external interfaces. Does this mean that all external systems with which NJ-SUCCESS will interact (especially data-reads from external systems) will be web-services compliant?	Not all interfaces will be web-services compliant. The vendor and State will work with each of the interface entities to determine which can be made web-services compliant
42	Section 3.2.9, Interfaces	Diagram 3.2.9.1, High level View of Interfaces, depicts the Social Security Data coming from ICON.  Should this be VERIS? Please confirm.	The federal government has begun providing direct, real-time online access to SSA information through ICON. NJ SUCCESS will not use VERIS because it will take advantage of this SSA-ICON interface.
42	Section 3.2.9, Interfaces	Diagram 3.2.9.1, High level View of Interfaces Could the State identify the systems listed as "Others (cross-match)"?	During the Conceptual Design phase, the State will assist the DDI Contractor in identifying and finalizing the interfaces.
42	Section 3.2.9, Interfaces	"This RFP defines twenty-one interfaces for NJ SUCCESS, of which nine interfaces are required on a real-time basis."  Please clarify the twenty-one interfaces for NJ SUCCESS and the nine interfaces required on a real-time basis. The table shows 18 new interfaces; 12 old interfaces; 2 old/new interfaces; 8 real-time interfaces; 20 batch interfaces; and 5 interfaces that are both types.  It is understood that all real-time interfaces must also be available as batch for back-up situations.	Table 3.2.9 identifies the anticipated interfaces for NJ SUCCESS.  The State anticipates 32 interfaces. 7 are real time, 19 are batch, and 6 have both batch and real time components.  Of these interfaces, 18 are new, 12 are old, and 2 are existing interfaces with additions.  During the Conceptual Design phase, the State will assist the DDI Contractor in identifying and finalizing the interfaces.  This amends RFP Section 3.2.9, "Interfaces". On Page 42 the sentence reads, "This RFP defines 21 interfaces for NJ SUCCESS of which 9 interfaces are required on a real-time basis." The sentence should be replaced with "This RFP defines 32 interfaces for NJ SUCCESS of which 7 interfaces are required on a real-time basis."
42	Section 3.2.9,	Section 3.2.9,	Whether the interface is listed as new, old, or old/new, the

Page	Reference	Question	Response
	Interfaces	Interfaces	<p>DDI Contractor will need to determine whether programming is needed to enable each interface for NJ SUCCESS.</p> <p>The labels in the table are to inform bidders as to whether something exists or does not exist currently.</p>
45	Section 3.2.9, Interfaces	<p>A bidirectional interface to an Accounting system is required. Is this system COTS or custom-developed by/for NJLWD?</p> <p>Will you provide information on the Chart of Accounts? Will you provide a detailed description of the financial transactions that must be sent and received by NJ SUCCESS?</p> <p>What manner of reconciliation, if any, is required between NJ SUCCESS and the Accounting system? (Ref. Table 3.2.9 Anticipated Interfaces for NJ SUCCESS, p. 45)</p>	<p>The accounting system is a COTS system purchased in the 80's and customized for NJLWD. It is a W/VSAM, COBOL, and CICS Interface running on an IBM mainframe.</p> <p>Information on the Chart of Accounts will be provided to the winning bidder during the Conceptual Design Phase.</p> <p>This interface will require typical financial system transaction reconciliation.</p>
47	Section 3.2.10, Data Query and Reporting	<p>The State has specifically identified Oracle Reports to be used for Federally Mandated Reports and Production (Operational) reports. Are there any requirements for Crystal Reports or Business Objects?</p>	No.
47	Section 3.2.10, Data Query and Reporting	Has NJLWD established a standard for the tool used for ad hoc reports?	The DDI Contractor should recommend access, Business Intelligence, and ad hoc reporting tools. See RFP Section 3.3.1.
50	Section 3.2.12, Document Management Implementation (Pre-production)	<p>It is stated that "The State will be following a phased implementation of Document Management, Imaging and Workflow. It must be designed, installed and configured one year prior to the NJ SUCCESS Pilot phase. When the standalone Document Management, Imaging and Workflow System has been implemented successfully, the State will start scanning incoming documents and allow retrieval for its business users."</p> <p>Will the business users access the documents only</p>	<p>Document management needs to be accessible from both NJ SUCCESS and the core software internal to the Document Imaging System.</p> <p>The bidder in its proposal needs to identify whether the user interfaces provided by the document management software are sufficient to fulfill the requirements in this RFP.</p> <p>If these interfaces are adequate, the bidder needs to</p>



Page	Reference	Question	Response
		through user interfaces provided by the Document Management software, and not through the UI application? (Ref. 3.2.12 DOCUMENT MANAGEMENT IMPLEMENTATION (PRE-PRODUCTION), p.38)	indicate that they will integrate this capability into NJ SUCCESS. If these interfaces are inadequate, the bidder needs to indicate how it will provide access.
52	Section 3.2.13, Documentation	Will the State provide all content for the online policy manual?	Yes.
53	Section 3.2.14, Training	Can the State provide a description of the types of training required for all of the various external users?	<p>Section 3.2.14 states:  “Claimants, employers, and authorized external users shall be trained in the use of the system via a link to web-based system training developed by the DDI Contractor”.</p> <p>This is a self help module or modules accessed by external users.</p> <p>This amends RFP Section 34.2.14, "Training". Web-Based Training reads “The DDI Contractor shall develop web-based online coaching/tutorials for external users of NJ SUCCESS specifically claimants and employers.” The sentence should read, “The DDI Contractor shall develop web-based online coaching/tutorials for external users of NJ SUCCESS including claimants, employers, and other authorized government agencies.”</p>
53	Section 3.2.14, Training	<p>“The State may require the replacement of any trainer who is viewed as unacceptable by the State after the completion of any class. A suitable replacement approved by the State must be provided immediately, within ___ days of the State's request.”</p> <p>Please identify the number of days to provide a suitable replacement should the state not approve the original trainer.</p>	<p>The trainer must be replaced within 5 business days.</p> <p>This amends RFP Section 3.2.14, "Training". The subsection "Training Staff" states, “A suitable replacement approved by the State must be provided immediately, within ___days of the State’s request.” The statement should read, “A suitable replacement approved by the State must be provided immediately, within 5 days of the State’s request.”</p>
53	Section 3.2.14, Training	<p>“Training Staff may be replaced at the State’s request.”</p> <p>The RFP does not state the timeframe within which the replacement must occur.</p>	The trainer must be replaced within 5 business days.
53	Section 3.2.14, Training	How many days will the DDI Contractor have to replace a trainer after requested to do so by the State?	The trainer must be replaced within 5 business days.
53	Section 3.2.14,	Please clarify what is meant by “web-based on-line	Web-based online coaching are self-help modules

Page	Reference	Question	Response
	Training	coaching facility”?	available through the on-line system.
53	Section 3.2.14, Training	Overview Training, Will the overview sessions be conducted in one or several geographic locations?	The sessions will be conducted in several geographic locations.
53	Section 3.2.14, Training	When do the trainers have to be identified and resumes supplied for the State approval?	The bidder should supply resumes appropriate to the staff that is needed in its proposal.
53	Section 3.2.14, Training	Should the Comprehensive Training Plan include technical training for OIT staff?	Section 3.2.14 refers to the training of the system users. The important topic of the training of the State technical staff should be addressed in Management Overview.
53	Section 3.2.14, Training	Can bidders get a list of people needing training?	See RFP Table 3.2.14 on page 55 for the numbers of trainees.
54	Section 3.2.14, Training	<p>“There must be a method to simulate data flow to and from other systems when needed to demonstrate a function during training (i.e., to simulate telephony, imaging, and interfaces without disturbing production).”</p> <p>Is it the State’s intention to have the production environment (including agency interfaces) to support Training needs that typically require real-looking dummy data?</p> <p>Should the vendor plan for a separate Training environment that does interfere with the production environment at all?</p>	<p>Yes, the State does require appropriate data for testing and training.</p> <p>See RFP Section 3.3.2, "Application Architecture", subsection "Technical Environments", which states: “There shall be seven different system environments to be created and maintained by the DDI Contractor during this contract: design/development, test, QA, training, production (2), and disaster recovery.”</p> <p>The State requires a separate training environment.</p>
54	Section 3.2.14, Training	<p>“The State will provide State training personnel during overview and implementation training. At least one State training resource will be assigned to each class, to circulate among the students, to assist at the PCs, and to answer policy-related and process-related questions.”</p> <p>Will the state resource(s) be assigned to the Training team, or are they only available for the training sessions to perform the functions listed above?</p>	State resources are not assigned to the DDI’s Training team. They will work with the DDI training team providing advice and assisting at the training sessions only.
54	Section 3.2.14, Training	Does the State expect a hard copy of selected materials for each user that they can take away from	The State expects a hard copy of selected materials for each user that they can take away from class.

Page	Reference	Question	Response
		class or will one copy per classroom seat be acceptable? (This assumes that the State receives the electronic copy that they can reproduce for the users.)	
54	Section 3.2.14, Training	The training course materials must be "periodically" updated. Is this to be on a scheduled basis or as the application is updated?	These updates need to accompany application updates, or as needed to improve the quality of the training.
54	Section 3.2.14, Training	The RFP states that classes longer than two days must be divided into segments. Will the State agree to 4 hour segments so that two sessions can be taught per day?	Attendees who must travel a distance to a class should not have to make the trip twice to cover one day's material. If the class is held at the attendees' normal work location, half-day sessions would be acceptable.
54	Section 3.2.14, Training	Does the State currently have a preference for training Development tools?	No.
54	Section 3.2.14, Training	For new hire training typically this would have to include more than system training as new hires do not know current business processes etc.  Will the new hire training that we provide be limited to the functions and processes defined in this RFP?	Yes, the DDI Contractor's training is limited to the functions and processes defined in this RFP. New hires will first attend the NJLWD's usual internal training.
55	Section 3.2.14, Training	Training Facilities and Scheduling Does the State currently have a Learning Management System that is used for internal class scheduling and tracking? If so will the DDI Contractor have access to this system?  If not does the State want to purchase a system for their continuing use?	The State will make the existing scheduling system available to the DDI Contractor.
56	Section 3.2.15, System Test	How will the System Test (functional, regression, performance) be scheduled? Will it be periodic or at the end of specific project milestones or any other criteria?	See Appendix X. This describes the anticipated schedule for NJ SUCCESS (including formal testing).
56	Section 3.2.15, System Test	To completely test the new system you must know the data flow of the current system. How important is it to trace data from from its system entry point (screen, batch process, etc.) through the application.... similarly from a retrieval request to an output (e.g. printout, screen, etc.)?	The vendor must, in this component of the development of the NJ SUCCESS system, develop adequate testing capabilities to test the system.
56	Section 3.2.15, System Test	The RFP states that the DDI Contractor must derive its test scripts from the Use Cases.	The State, the VV&T contractor and the DDI Contractor will develop the criteria for these measurements during the

Page	Reference	Question	Response
		<p>The Use Cases provided in Appendix R do not define the criteria by which the DDI Contractor may measure the performance of each function.</p> <p>What documentation exists for these criteria?</p>	Conceptual Design phase of the project.
56	Section 3.2.15, System Test	What involvement does the DDI Contractor have in the development and approval of QA test cases, test scripts and completion criteria?	The DDI Contractor will work with the State and the VV&T contractor to ensure consistency with the test cases, test scripts and completion criteria.
57	Section 3.2.15, System Test	<p>It is stated that the DDI Contractor's system test responsibilities include "Software hazard analysis, involving the classification and estimation of potential hazards, and program path analysis to identify hazardous combinations of internal and environmental program conditions."</p> <p>This can be very resource-intensive when widely applied.</p> <p>To what extent does NJLWD expect this technique to be employed?</p>	NJLWD expects this technique to be employed on all software that is part of the UI modernization effort.
59	Section 3.2.18, Help Desk Setup and Implementation	<p>Is the vendor responsible for providing the facility for the Help Desk?</p> <p>We understand the "Help Desk Triage Center" and the "Application Help Desk" to be newly designed and established as part of the scope of this project and the "DIT Help Desk" and "OIT Help Desk" to be existing facilities.</p> <p>Is this correct?</p>	<p>All physical facilities will be provided by the State.</p> <p>Yes, the OIT and DIT help desks already exist.</p>
59	Section 3.2.18, Help Desk Setup and Implementation	Section 3.2.18 describes the desired help desk and appears to require call center operations. What is the estimated call volume?	The estimated call volume is 200 calls daily.
60	Section 3.2.19, Pilot Implementation	What is the State's estimated time duration to get to the Pilot implementation after project initiation?	See Appendix X. This describes the anticipated schedule for NJ SUCCESS.
60	Section 3.2.19, Pilot Implementation	RFP states that the DDI Contractor will set up the production environment at OIT.	OIT and LWD technical staff will provide access and answer questions to "assist" the DDI Contractor. The pilot

Page	Reference	Question	Response
		Will the DDI Contractor be given full access to OIT environments or will the DDI contractor 'assist' OIT as referred to later in the same section?	phase will use a production at NJLWD created by the DDI contractor and State staff. The pilot is expected to last two months. In addition prior to the pilot the DDI contractor must establish a production environment and system instance at OIT. At the end of the pilot and over a weekend the DDI contractor must move the production software and data from the LWD production environment to the OIT production environment.
61	Section 3.2.20, Statewide Implementation and Section 3.2.23	Would a migration of the existing legacy system to the new architecture allow NJ State technical staff to have a more complete understanding, thus shortening the Turnover plan?	The State would not entertain a conversion of the current legacy system to a J2EE environment.
61	Section 3.2.20, Statewide Implementation	The State proposes that each month the DDI Contractor shall implement all the zip codes related to two or three One Stop Offices. How many such one stop offices will be involved in the statewide implementation?	At this time, there are 26 one-stop sites (which includes the 1 interstate site).  This amends RFP Section 3.2.19, "Pilot Implementation", and Section 3.2.20, "Statewide Implementation". The following statement should be added to each section: "The DDI Contractor must also implement NJ SUCCESS into other areas that support the claims processing functions such as Adjudication Centers, Appeals, Benefit Payment Control, and Collateral Claims. Refer to Appendix CC."
61	Section 3.2.20, Statewide Implementation	Please clarify the reasoning behind the preference for a phased roll out by zip code versus a rollout based upon functionality.	A roll-out based on functionality is not acceptable to the State.  The State's experience with this type of rollout is not satisfactory.  A roll-out based on functionality would require significant interaction between the existing system(s) and the functional components.  It would also significantly extend the implementation of the system. Finally, the delay in implementing functionalities included in later phases would be detrimental to change management.
61	Section 3.2.20,	It is stated that "Following successful Pilot	Two high level criteria:

Page	Reference	Question	Response
	Statewide Implementation	<p>Implementation as judged by the State, the DDI Contractor shall implement NJ SUCCESS statewide.”</p> <p>What can NJLWD tell us about the success criteria that will be applied by the State?</p>	<ul style="list-style-type: none"> <li>• The entire system must function without errors in the Pilot site locations by meeting all functional requirements.</li> <li>• The staff (having been trained) can operate NJ SUCCESS at the Pilot site locations.</li> </ul>
61	Section 3.2.21, Post-Implementation Support, and Section 3.2.23, System Maintenance Support	<p>It seems to be implied that the only criterion under which staff may assigned elsewhere is if they no longer work for the DDI Contractor.</p> <p>Is that a correct interpretation?</p>	<p>Yes. The State wants to ensure that DDI staff providing services during the Post-Implementation and System Maintenance Support phases are staff which designed developed and implemented the system.</p> <p>The State will identify the DDI staff that they wish to retain for these phases.</p>
62	Section 3.2.22, System Acceptance	<p>The NJLWD sets forth several criteria to be met for system acceptance, including: the system must operate for 30 days without errors and without warnings; and documentation, source code, and training materials are considered acceptable to NJLWD and OIT.</p> <ol style="list-style-type: none"> <li>1. Is NJLWD willing to modify the “errors and warning” criterion to relate to “major errors”?</li> <li>2. Can NJLWD and OIT provide the measurements it will use to determine the acceptability of documentation, source code, and training materials</li> </ol>	<ol style="list-style-type: none"> <li>1. NJLWD recognizes that at times it is appropriate to accept a system despite minor errors or warnings. However, NJLWD alone will determine whether errors and warnings are major or minor.</li> <li>2. The State, VV&amp;T, and DDI Contractor will agree to acceptance measurements during the Conceptual Design Phase of the project.</li> </ol>
62	Section 3.2.23, System Maintenance Support and Section 5.5, Contract Term and Extension Option	<p>This section states that: “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. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions, and pricing. The length of each</p>	<p>The Implementation component of the contract is 4 years only.</p> <p>There is an additional 1 year option related to the implementation component, if needed.</p> <p>In addition to the Implementation component, there is a provision for 3 one-year maintenance agreements.</p>

Page	Reference	Question	Response
		<p>extension shall be determined when the extension request is processed.”</p> <p>Section 3.2.23 System Maintenance Support (RFP p.63) states: “The DDI Contractor must provide in its proposal costing information related to providing three optional 1 year maintenance agreements.”</p> <p>Does the four (4) year period with a possible extension of one (1) year contract term apply to the project to implement NJ SUCCESS with the three optional 1 year maintenance agreements considered in addition to the four (4) year plus a one (1) year possible extension contract term?</p>	
63	Section 3.2.24, Disaster Recovery	Is it proposed that the DDI Contractor will develop a new physical site (i.e. building) for disaster recovery or will the environment be a part of the already existing State facility?	The DDI Contractor will not need to create a new Disaster Recovery site. The DDI Contractor will use the Disaster Recovery site which is locate in Hamilton, NJ. The DDI contractor will be expected to build a complete instance of the production environment in this State disaster recovery facility.
63	Section 3.2.24, Disaster Recovery	<p>In regard to the creation of a disaster recovery site, does the State have guidelines on what type of restoration service level will be needed?</p> <p>The answer will dictate whether a hot or cold site will be needed</p> <p>Also does the State have a preference as to where this alternate site is located</p>	<p>The State requires a fully operational off-site data processing facility equipped with both hardware and software to be used in the event of a disaster. The restoration of services must occur within 4 to 8 hours.</p> <p>This will dictate a hot site which will be located in the State’s existing Disaster Recovery Site located in Hamilton, NJ.</p>
63	Section 3.2.24, Disaster Recovery	With reference to Business Continuity and Disaster Recovery, have Service Level Agreements been developed or will this be accomplished within the project?	These agreements will be accomplished during the project based on the needs identified during the development of the project.
63	Section 3.2.24, Disaster Recovery	Is the disaster recovery site required to be in the State of New Jersey?	Yes. It is in Hamilton, NJ, which is adjacent to Trenton.
63	Section 3.2.24, Disaster Recovery	Which of the seven system environments must be supported by the Disaster Recovery Site?	Disaster Recovery must support only the production environment.

Page	Reference	Question	Response
		<p>Where is the Disaster Recovery Site?</p> <p>When will it be available to the NJ SUCCESS Project?</p> <p>Clarify recovery site and extent of recovery of development environment.</p>	<p>The site is in Hamilton, NJ, which is adjacent to Trenton.</p> <p>Access to the site will be in an appropriate time frame for the DDI Contractor to implement this solution.</p> <p>Information on the recovery site and extent of recovery for development will be provided to the winning DDI bidder.</p>
63	Section 3.3, Technical Environment	<p>If a base set of capabilities are to be utilized to satisfy the technical and functional requirements, will the state allow flexibility in satisfying the Technical Requirements where the base provides benefits for the state, meets the "intent" of the requirement, but does not meet each and every one, literally, because it provides the capabilities differently, e.g. concerning the Business Rules Engine (3.3.9), if the rules engine provides the capability to easily change rules, by an UI administrator, and to have the change automatically reflected in the system, all of which is separate from "programming code", is it really necessary for the rules engine to store the rules, operators, ..., in a table to provide this functionality? Similarly for other areas such as Workflow Management (3.3.4), Case Management (3.3.7), E-Forms (3.3.7), and Security (3.3.16), to name a few of particular importance.</p>	<p>The requirements must be satisfied as documented in the RFP. The State may grant flexibility if it is in the best interest of the State to do so.</p> <p>This amends Section 3.3, "Technical Environment", Table 3.3.1.1, entitled Required Technologies. Video Conferencing is removed from the table as a required technology.</p>
65	Section 3.3.1, State Technology Expertise, Requirements and Preferences	<p>The "Requirement" column in table 3.3.1.3 on page 66 is checked for each of the four technologies listed.</p> <p>Does the Requirement column indicate that these technologies are required for the proposed solution?</p> <p>Or does it mean that if included in the solution NJ has specific documented requirements for the use of the technology that must be met by the DDI Contractor?</p>	<p>The Requirement column indicates that these technologies are required for the proposed solution, and must adhere to the standard shown. None of these four technologies may be omitted from the solution.</p>
65	Section 3.3.1, State technology expertise, requirements and preferences	<p>Will the State provide the DDI Contractor with any existing tools, which it might be using for other purposes? (E.g.: FileNET imaging, tools for workflow design, rules engine, ETL tools etc.)</p>	<p>As stated in RFP Section 3.1.6, the DDI Contractor must provide all development software, tools and appropriate licenses required to develop or modify NJ SUCCESS for all the onsite developers' PC workstations for their staff.</p>



Page	Reference	Question	Response
			<p>The DDI contractor must purchase for the state all development software, tools and appropriate licenses required to develop or modify NJ SUCCESS for State staff listed in RFP Section 3.1.3. Upon acceptance of NJ SUCCESS, the State will be responsible for maintenance and upgrades of all development software tools and appropriate licensing.</p> <p>For software that is not development software and which a bidder lists on Price Sheet 7, the State may choose to use existing copies, if any, or purchase new.</p> <p>This amends RFP Section 3.1.6, which states, “ The DDI contractor shall provide: All development software, tools and appropriate licenses required to develop or modify NJ for all onsite developers’ PC workstations (Including State Staff, per section RFP section 3.1.5). The statement should read, "The DDI contractor shall provide: All development software, tools and appropriate licenses required to develop or modify NJ for all onsite developers’ PC workstations for their staff. The DDI contractor shall purchase for the state all development software, tools and appropriate licenses required to develop or modify NJ SUCCESS for state staff listed in Section 3.1.3 of the RFP."</p> <p>This amends RFP Section 3.2.23. A statement to this section should be added: “The State will provide the DDI contractor will all necessary software, tools, and appropriate licenses for development or upgrades during the 3 optional one year maintenance agreements.”</p>
65	Section 3.3.1, State technology expertise, requirements and preferences	Required Technologies lists "Video Conferencing" as a required technology, yet video technology is not mentioned anywhere else in the document. Can the State confirm that voice not video.	Video Conferencing is removed as a required technology. Voice conferencing is required.
67	Section 3.3.2, Application Architecture	Item 4, “Refer to <a href="http://www.State.nj.us/it/policies.html">http://www.State.nj.us/it/policies.html</a> .” This link produces the following error: “The page you have requested can not be displayed because it does	The correct link is “ <a href="http://www.state.nj.us/it/statewide.html">www.state.nj.us/it/statewide.html</a> ”. This amends RFP Section 3.3.2, "Application

Page	Reference	Question	Response
		not exist, has been moved, or the server has been instructed not to let you view it." Please provide an alternate link.	Architecture". The web address <a href="http://www.State.nj.us/it/policies.html">http://www.State.nj.us/it/policies.html</a> in this section should read " <a href="http://www.state.nj.us/it/statewide.html">http://www.state.nj.us/it/statewide.html</a> ".
67	Section 3.3.2, Application Architecture	Planned Architecture Is a framework solution that combines elements of the tiers an acceptable option?	The use of a framework solution is acceptable.  There are a number of sections in the RFP that describe what the vendor must do if it proposes a framework. For example: Section 4.4.2.2, "DETAILED PLANS, APPROACH AND DELIVERABLES", Subsection 2.2.4, Analysis and Conceptual Design, states: "Bidders proposing a framework, transfer, or baseline software shall describe the software, as well as the degree of fit to the State's requirements."
67	Section 3.3.2, Application Architecture	General Capabilities: Is the State comfortable with use of accepted Open Source J2EE technologies and frameworks like Struts, Jakarta Apache tools etc.?	In general, the answer is, "Yes". The State would need to see the use of these tools in the general context of the bidder's proposed solution.
67	Section 3.3.2, Application Architecture	User Interface Guidelines: Overall Application Look and Feel: Will there be a lower cutoff on the versions of old browsers that need to be supported?	Refer to page 69. "System must support older versions of browsers beginning with IE version that is two releases prior to current releases".
68	Section 3.3.2, Application Architecture	Are the five different technical environments maintained at the NJLWD logical or physical environments?	These are physical environments.
70	Section 3.3.3, Document Management and Imaging	What sizing information is available with respect to Document Management and Imaging?  For instance, what documents will be scanned, what are the document volumes,  What are the requirements for retention?	The sizing for documents is predicated on the proposed design provided by the DDI bidder. The State anticipates that many of the documents printed today will be provided to its customers via email or as online forms. The intent of the State is to reduce as much paper as possible.  In revisiting this question, it is determined that the documents must be retained for 7 years.
70	Section 3.3.3, Document Management and Imaging	Who will perform the scan/OCR/quality assurance relative to Document Management and Imaging?  At what locations will these be performed? What is the estimated volume of imaged documents that are printed on a daily basis?  What relative volumes of these will be performed at the different locations? (Ref. 3.3.3 Document Management	The DDI Contractor is responsible for the equipment setup and tuning.  NJLWD staff will perform the scanning and OCR during and after the pilot, once it is working reliably and they are trained.  This work will occur at one central facility of NJLWD in Trenton, NJ.

Page	Reference	Question	Response
		and Imaging, p.70)	The volume of scanned images is predicated on the final design of the system. The DDI Contractor should use their experience with modern UI benefit systems to scale this effort.
70	Section 3.3.3, Document Management and Imaging	Approximately how many forms will the DDI Contractor have to review and index for the Document Management System implementation?	The volume of scanned images is predicated on the final design of the system. The DDI Contractor should use its experience with modern UI benefit systems to scale this effort.
70	Section 3.3.3, Document Management and Imaging	What is the average revisit rate for image documents after the initial creation and storage phases?  How many documents on average are reviewed for each query (revisit)?	The volume of scanned images is predicated on the final design of the system. The DDI Contractor should use its experience with modern UI benefit systems to scale this effort.
70	Section 3.3.3, Document Management and Imaging	Should services to scan the documents be included as part of our proposal or will the State perform that function?  If the State will perform the scanning, what staff does the State currently have?  Can the State support more than one scanning shift per day?  Does the State have a preferred location for the document scanning?	NJLWD staff will perform the scanning once the system is working reliably and the staff has successfully completed training.  The State will have sufficient staff needed to perform the scanning.  Multiple shifts will be determined in the future.  Document scanning will occur at one central facility of NJLWD in Trenton, NJ.
70	Section 3.3.3, Document Management and Imaging	Where will the images need to be accessed from, across the State?  If so, does the State have volume estimates for geographic locations, i.e. counties?	Images will need to be accessed through NJ SUCCESS state wide.  The State does not have volume estimates by geographic locations.
71	Section 3.3.3, Document Management and Imaging	Can you better define what is meant by phased implementation of Document Management Imaging and Workflow?  Will this implementation follow the same strategy as contained in the RFP for the rollout of NJ SUCCESS?	The Document Management Imaging and Workflow hardware will be housed centrally in Trenton and installed and implemented (hardware and software) one year ahead of the NJ SUCCESS implementation.  The State is not interested in a statewide rollout of the Documentation Management system prior to NJ SUCCESS.

Page	Reference	Question	Response
			The Document Management software must seamlessly integrate with the core NJ SUCCESS system and by default is implemented Statewide with the Statewide implementation of NJ SUCCESS.
73	Section 3.3.7, Case Management	Please clarify Customer Relationship Management (CRM) package requirements, if any, which are within the scope of this work.	The State has not specified a CRM package.  However, customer relationship functionalities are documented in the Use Cases and Requirements.  The bidder must determine how these requirements can be satisfied (package, custom code, transfer of existing functionality, etc.).
73	Section 3.3.7, Case Management	How many status codes are needed for case management?	The State will identify this during the Conceptual Design Phase.
73	Section 3.3.8, Telephony (IVR)	The State requires the use of VoiceXML for the seamless integration of IVR and Web applications, with the goal of keeping the application business logic only in the web module and reusing it from the multiple channels of the claim submission. Do the existing call centers have the technology to produce automated voice from a given VoiceXML though the DDI Contractor shall be responsible for implementing speech recognition using VoiceXML?	None of existing telephony infrastructure can handle Voice XML.
73	Section 3.3.8, Telephony (IVR)	"...These call centers shall remain in operation under NJ SUCCESS; however, the voice technology supporting the call centers such as switches, IVRs, and ACDs, etc. shall be replaced as part of the new technology for NJ SUCCESS."  However, RFP Page Number 34; Section 3.2.5 Assessments and Specifications; D. Telephony Assessment indicates the DDI Contractor must assess the existing infrastructure and recommend re-use, enhancement, or replacement.  Please clarify.	The State is inclined to believe that this existing equipment needs to be replaced, but further evaluation from the DDI Contractor is necessary.
73	Section 3.3.8,	Section 3.3.8 states:	Refer to RFP Section 3.3.8, "Telephony", page 75, first

Page	Reference	Question	Response
	Telephony (IVR)	<ul style="list-style-type: none"> <li>• Route the local or toll-free call to a triage center in Trenton, New Jersey</li> <li>• Allow the UI claim triage center in Trenton, New Jersey to direct the customer's call to one of three call centers for claim filing, bi-weekly recertification, or claim inquiry."</li> </ul> <p>After the Verizon Redirect Service delivers the call to the triage center and the ACD determines the agent, how is the call to be transported? Is VoIP or Tie Trunks the preferred method to the three centers?</p>	bullet.
73	Section 3.3.8, Telephony (IVR)	<p>Section 3.3.8 states, "Information about the current environment, the Conversant System and the Verizon Redirect Service is contained in Appendix P, Future Telephony Structure. A diagram of the proposed environment is also in Appendix P."</p> <p>Since Appendix P contains very limited data, the following information is necessary to fully assess the current environment.</p> <p>At each of the three call centers and Trenton: 1.) what is the PBX, 2.) what is the software release, 3.) how many stations and type, 4.) how many trunks and type, 5.) what are the announcement devices and quantity, 6.) what is the call center software and release, 7.) how many agents simultaneously log in, 8.) and what other applications exist?</p> <p>b. How are voice calls routed between the three call centers locations to Trenton?</p>	<p>RFP Section 3.2.5, "Assessments and Specifications", subsection D, Telephony Assessment, states: "The DDI Contractor shall make an assessment of the existing IVR, ACD, and Call Center modules as well as the network infrastructure that supports the telephony solution. The three existing call centers will remain, even though the technology might be upgraded or entirely replaced. The DDI Contractor as part of this assessment shall make recommendations on whether the existing modules can be re-used enhanced or must be replaced."</p> <p>The State is inclined to believe that this existing equipment needs to be replaced, but further evaluation from the DDI Contractor is necessary.</p> <p>Detailed information regarding existing hardware and software will be provided to the winning bidder.</p> <p>See price sheet 7 for equipment that the bidder must propose.</p>
74	Section 3.3.8, Telephony (IVR)	<p>It is stated that "The State currently has multiple UI-related business applications that use mainframe, web-based and Interactive Voice Response (IVR) technology. NJ SUCCESS shall merge the business logic for these applications into one code base (NJ SUCCESS) to run on the modern J2EE platform."</p>	<p>The State requires that the telephony and other systems that interact with NJ SUCCESS software use the same business logic and access, if possible, the same business rules engine.</p> <p>In the Conceptual Design, the State and the DDI Contractor will identify how this will be accomplished for</p>

Page	Reference	Question	Response
		<p>Is this a requirement to rewrite the logic in Java/J2EE?</p> <p>If not, how would they be merged? (Ref. 3.3.8 Telephony (IVR), p.74)</p>	<p>the software that interacts with NJ SUCCESS. System. The State does not have a requirement to rewrite this logic in Java/J2EE but to find an appropriate solution that satisfies this requirement.</p>
74	Section 3.3.8, Telephony (IVR)	Is there a preference for extended technologies for XML?	The bidder should propose the technologies to be used.
74	Section 3.3.8, Telephony (IVR)	<p>Page 74 states “Digital Recording enables recording of nonmonetary adjudication hearings throughout UI and DDU operations and for all Appeal Tribunal hearings utilizing existing phone sets and PC equipment. This project has been successfully piloted in two adjudication centers and will be implemented statewide by the end of 2004.”</p> <p>Page 76 states “The DDI Contractor shall provide a Digital Recording solution as part of the integrated NJ SUCCESS solution.”</p> <p>Question 1: When Digital recording is being implemented as a part of foundational projects, what would be necessity for the DDI Contractor to provide a solution as a part of NJ SUCCESS? Will it be to record the voice of the customers when they call to file a new or continued claims?</p> <p>Question 2: Does the state mean that only the technology for Digital recording of adjudication hearings is being put in place statewide</p>	<p>This Foundational Project was developed to introduce processes and capabilities that would provide quick returns to the State.</p> <p>The State recognized and planned for this interim digital recording solution to be short-lived and replaced with new functionality as part of the NJ SUCCESS Solution.</p> <p>The intent was to digitally capture those conversations related to adjudications and appeals. The State would entertain extending this capability to all telephone calls with claimants and employers.</p> <p>See response to question 11.</p>
75	Section 3.3.9, Business Rules Engine	<p>Does the State have an existing Business Rules Engine?</p> <p>Is this required?</p>	<p>No, the State does not have an existing Business Rules Engine.</p> <p>The Business Rules Engine is required.</p>
75	Section 3.3.9, Business Rules Engine	<p>The states expression of the requirement (e.g. “storage of the rules in a table”) appears to express the requirement at a lower level of capability than some of the more modern solutions which provide the state more comprehensive access to business rules management (e.g. rules editor).</p> <p>Can a more integrated solution that affords the state more comprehensive support meet the state’s requirement?</p>	Yes.

Page	Reference	Question	Response
76	Section 3.3.10, E-Forms	The Department currently has approximately 1,000 forms. Does this figure include English and Spanish forms?	In revisiting this question, the number of forms is actually closer to 1,500 forms. This quantity includes both English and Spanish forms.  This amends RFP Section 3.3.10, "E-Forms". The statement, "The department currently has approximately 1,000 forms" is changed to, "The department currently has approximately 1,500 forms."
76	Section 3.3.11, Digital Recording	It is stated that "The DDI Contractor shall implement informal and structured conferencing systems and digital recording as an integrated component of NJ SUCCESS."  Please explain what is meant by "informal and structured conferencing systems". (Ref. 3.3.11 Digital Recording, p.76)	From a technical perspective, there is no substantive difference between informal and structured conferences. The Digital Recording system is required to handle all of these conferences.  The difference in these terms is germane to conduct of the hearing in the business process.
76	Section 3.3.11, Digital Recording	The DDI is required to provide a Digital Recording solution as an integrated part of NJ SUCCESS (Ref. 3.3.11-Digital Recording p. 76).  How is the DDI Contractor impacted by the Digital Recording solution currently being implemented by NJLWD? (Ref. 1.2.5 UI Modernization, p. 14)	The Digital Recording solution currently being implemented by NJLWD is a short term solution that will be retired, not integrated.
76	Section 3.3.11, Digital Recording	Paragraph 3.3.11 Digital Recording (pg 76) lists digital recording of voice as a requirement. Can the State confirm that voice recording, not video recording, is the requirement.	Voice recording, not video recording, is the requirement.
76	Section 3.3.11, Digital Recording	What is the estimated volume of informal telephone interviews that will need to be recorded?  What is the estimated volume of Appeal Tribunals that will need to be recorded?  Where will Appeal Tribunals occur?	Question1: The estimated volume of informal interviews that will need to be recorded is approximately 8,000 per week or 400,000 per year.  Question 2: The State estimates approximately 900 to 1,000 per week or 45,000 to 50,000 per year for Appeal Tribunals.  Question 3: At various locations across the state.
76	Section 3.3.11, Digital Recording	Does the State have personal computers equipped with Sound Cards, Microphones and Speaker to use for the	Yes.

Page	Reference	Question	Response
		digital recordings of the informal telephone interviews and Appeal Tribunals?	
76	Section 3.3.11, Digital Recording	What digital recording capabilities are currently used for Appeal Tribunal Hearings, reference 1.2.5 UI Modernization on pg 14.	This information will be provided to the winning bidder.
76	Section 3.3.11, Digital Recording	What is the average length and maximum length of the Digital Recordings?	Approximate 80% of the recordings are less than 1 hour.  Approximate 19% of the recordings are between 1-3 hours.  The remaining 1% could run over 100 hours.
76	Section 3.3.11, Digital Recording	In Appendix H, Strategic Plan Appendices, the State identifies a Digital Recording Project to be conducted by the State.  Moreover, in the “out of scope” section, the State has identified that “integration with NJ SUCCESS – assumed to be part of vendor scope”.  Please clarify the requirements for Digital Recordings.  Are the requirements to integrate with an existing State solution or to implement a Digital Recordings solution that is integrated with NJ SUCCESS?	The NJ SUCCESS system will implement Digital Recording capability and replace the existing Digital Recording solution.
77	Section 3.3.14, Operational Data Store (ODS)	The DDI Contractor is required to provide an Operational Data Store, initially creating it during the conversion from the legacy systems one year prior to the pilot. (Ref. 3.3.14 Operational Data Store (ODS), p. 77).  How is the DDI Contractor impacted by the Operational Data Store currently being implemented by NJLWD? (Ref. 1.2.5 UI Modernization, p. 14)	The State is not currently implementing an ODS. The State has a project named ODS that is creating the “As Is” logical data model and a data dictionary.
79	Section 3.3.16, System Security	Examples of the State’s expectations of security controls follow: <ul style="list-style-type: none"> <li>• Menu access</li> <li>• Screen access</li> <li>• Screen function access</li> </ul>	Yes, security will need to exist based on roles at the data layer. The controls noted in the Section 3.1.16 are examples.



Page	Reference	Question	Response
		<ul style="list-style-type: none"> <li>• Transaction access</li> <li>• Transaction approval process</li> <li>• Workstation location access</li> <li>• Workstation time restriction.</li> </ul> May the DDI Contractor recommend data level security based on roles defined at the data layer?	
80	Section 3.3.16, System Security	System Security Standards Policies & Procedures says “the boundary of NJ SUCCESS for the purposes of this RFP includes all staff PCs and printers ...” What is the number of staff members and what are their locations?	There is approximately 1,000 staff located at offices across New Jersey.
82	Section 3.3.18, System Performance and Reliability	How many users does the State anticipate will be logged on to the system at once?	The State estimates the number of maximum users logged on the system at any one time to be 4,000 to 5,000.
82	Section 3.3.18, System Performance and Reliability	It is stated that “The DDI Contractor shall provide application program code that is optimized for both high-speed and dial-up modem connections.”  Does this imply that two versions of all customer-facing (e.g., claimants, employers) functions?  Does it imply that the system will test each connection as it is made? (Ref. 3.3.18 System Performance and Reliability, p.82)	All customer-facing components must be optimized to perform fast on dial up modem lines, and as such will be tested with tools that model a dial-up line at 33/56kb.  All internal staff components must be optimized for a high speed LAN/WAN connection, and as such will be tested with tools that model typical WAN connection speeds.  The State and DDI Contractor will identify adequate capability for dial-up in the Conceptual Design phase.
82	Section 3.3.18, System Performance and Reliability	What is the status of the Foundational Projects, the UI Business Change Projects, and the VV&T of the Foundational Projects?	The status of the Foundational Projects is as follows:  ODS: By 12/31/04 the team will have completed the As-Is logical data model and a data dictionary. Remaining projects were rolled into components of the NJ SUCCESS effort.  IVR: Deferred to be delivered by the DDI Contractor as components of the NJ SUCCESS effort.  E-payments: Fully implemented as of 12/31/04. NJ SUCCESS will replace this functionality.  Digital Recording: Fully implemented as of 12/31/04. NJ

Page	Reference	Question	Response
			<p>SUCCESS will replace this functionality.</p> <p>The Project Services Contractor is currently conducting verification, validation and testing on all of these projects.</p>
83	Section 3.3.18, System Performance and Reliability	<p>“The DDI Contractor must ensure system uptime of 99.9% for all major functions of the proposed solution, excluding scheduled downtime or NJLWD-initiated downtime.”</p> <p>Does NJLWD mean that the DDI Contractor must design the solution capable of 99.9% uptime, or that the DDI Contractor must ensure 99.9% uptime after implementation during actual production and operation?</p> <p>Please clarify?</p>	The DDI Contractor must design the solution to be capable of 99.9% uptime.
83	Section 3.3.18, System Performance and Reliability	<p>It is stated that “The average response time of all online transactions for internal users (those users operating NJ SUCCESS within the State’s firewall) must be less than three (3) seconds. Ninety (90) percent of all online transactions for internal users must have a response time of less than five (5) seconds.”</p> <p>Also that “The DDI Contractor must ensure system uptime of 99.9% for all major functions of the proposed solution, excluding scheduled downtime or NJLWD-initiated downtime.”</p> <p>Also that recovery requirements are: “full database recovery within 4 hours and no individual table recovery of more than 2 hours.”</p> <p>Each of these is impacted by many factors beyond the control of the contractor (e.g., State data center infrastructure, network connections).</p> <p>Will it be part of the contract to refine and agree on Service Level Requirements? (Ref. 3.3.18 System</p>	<p>The bidder must develop its proposed solution based on these requirements.</p> <p>If performance degradation outside the control of the DDI Contractor can be demonstrated through diagnostic tests conducted by the State, the VV&amp;T vendor, and the DDI Contractor, the State would not hold the DDI Contractor responsible for that measurement. However, if performance and diagnostic tests indicate code deficiencies or code that can optimized, the DDI contractor will be expected to make the changes recommended as part of the performance testing.</p>

Page	Reference	Question	Response
		Performance and Reliability, p.83)	
85	Section 3.3.22, Installation of Hardware and Software, and Related Services	<p>It is stated in 3.2.1, Project Management, p. 29, that "The DDI Contractor's Project Manager must coordinate the activities of other vendors including, but not limited to, the installation of hardware and software relative to NJ SUCCESS."</p> <p>Does this include situations in which procurement of hardware or software was not purchased through the DDI Contractor? For what types of vendors might the DDI Contractor's Project Manager have coordination responsibility for? (Ref. 3.2.1 Project Management, p. 29) (Ref. 3.3.22 Installation of Hardware and Software, and Related Services, p. 85)</p>	<p>Yes, this includes situations in which procurement of hardware or software was not through the DDI Contractor. Examples include hardware, infrastructure, telephone lines, etc. The DDI Contractor must coordinate the effort, not perform the effort.</p>
86	Section 3.4, Functional Requirements	<p>Are the functional requirements and use cases definitive?</p>	<p>The functional requirements and the use cases comprise the requirements. RFP Section 3.4 states that the winning bidder will validate all the business rules. During that process, new requirements may be uncovered.</p>
86	Section 3.4, Functional Requirements	<p>Communications Mechanisms Requirement 7. "...sent to interested parties in mass mailings".</p> <p>Is the vendor responsible for providing staff, facility, and equipment to manage mass mailings?</p>	<p>No.</p>
87	Section 3.4, Functional Requirements	<p>Forms Requirement 2.2. "...mail, e-mail, or fax..."</p> <p>Is the vendor responsible for providing printers and fax machines?</p>	<p>No. Regarding this requirement, see price sheet 7 for hardware and software that the bidder propose.</p>
89	Section 3.4, Functional Requirements	<p>Internal/External Controls Requirement 30,31,32,33. Example:</p> <p>"There will be the ability to establish electronic signature rights for internal personal. On page 78, first paragraph, it is stated that "However, PKI-enabled digital signatures are not a requirement for NJ SUCCESS".</p> <p>Please clarify the requirement for digital/electronic</p>	<p>Electronic signatures are required for internal use. The State does not have a requirement for PKI for external customers.</p> <p>This amends RFP Section 3.3.16, "System Security". The statement, "However, PKI-enabled digital signatures are not a requirement for NJ SUCCESS" is replaced by the following statement: "Electronic signatures are required for internal use. The State does not have a requirement for PKI for external customers."</p>

Page	Reference	Question	Response
		signatures.	
90	Section 3.4, Functional Requirements, Digital Recordings	Requirement #4 mentions the storage of electronic and physical recordings.  Are physical recording required or are digital recordings, by themselves, sufficient?	Digital recordings, by themselves, are sufficient.  This amends RFP Section 3.4,"Functional Requirements". Category "DR", Requirement 4 states, "Ability to track the storage of the digital recordings, both electronic and physical." This is changed to, "Ability to track the storage of electronic digital recordings."
90	Section 3.4, Functional Requirements, Digital Recordings	Is there a requirement or desired capability for full text search against the audio files?	After further consideration, the State does not require the capability for full text search against the audio files or transcripts.  This amends RFP Section 3.4, "Functional Requirements". Category "DR", Requirement 6 states, "If technology is available, produce a transcript of the recording." This requirement is deleted.
90	Section 3.4, Functional Requirements, Digital Recordings	Requirement #1 states the functional requirement to create, edit and delete documents in Word.  What types of documents are intended here?  Are these standard correspondence templates?	Question 1: The type of document will vary predicated on the workflows step and conditions in the claim. The detail for these documents will be defined in Conceptual Design.  Question 2: The State anticipates that most of these documents are standard templates.
91	Section 3.4, Functional Requirements, Document Management	Requirement #19 states the functional requirement that the notification of a new policy will be posted on a discussion board with a link to the policy document.  This is the first mention of a Discussion Board. Can the State provide the Discussion Board purpose and requirements, for example who is allowed access?	The Procedures Group within UI sends proposed business procedures to an ad hoc group (usually no more than 15 employees from locations across the State) to review and provide comments on proposed procedures.  Once the procedure is approved and implemented, the discussion board will allow all UI employees to provide practical feedback on the procedure.
94	Section 3.4, Functional requirements, Scheduling	Can an individual view upcoming appointments online and/or via IVR?	Yes, both.  This amends RFP Section 3.4, "Functional Requirements". Category "Scheduling", Requirement 13 states, "An individual will be able to view the upcoming appointments. This requirement is changed to, "An individual will be able to access upcoming appointments

Page	Reference	Question	Response
133	Section 4.4.2, Technical Proposal	<p>“Bidders proposing a framework, transfer, or baseline software shall describe the software, as well as the degree of fit to the State’s requirements. The proposal shall include a gap analysis. Discuss how the State’s proposed development methodology will be modified.”</p> <p>For bidding purposes, can the bidder rely on the Functional Requirements in Section 3.4 and the Use Cases in Appendix R as the definitive collection of requirements?</p>	<p>via the web or IVR.”</p> <p>The requirements are as comprehensive as the State knows today. However based on Section 3.4, "Functional Requirements", additional requirements may surface through the Business Rules Identification.</p>
135	Section 4.4.2, Technical Proposal	<p>What guidance can NJLWD offer on acceptable calculation of Total Cost of Ownership of the Imaging and Document Management solution?</p> <p>What types of things are expected to be included in the cost of ownership? (Ref. 4.4.2.3 Technical Environment, p.135)</p>	<p>After further consideration, the State is not requesting this calculation.</p>
136	Section 4.4.2, Technical Proposal	<p>“The bidder shall identify in its proposal all hardware products and related specifications that are required to support its proposed solution to meet the performance standards identified in Section 3.3.18.”</p> <p>In the course of preparing our response to this section, we contacted the Sun representatives who advised us that they were unable to provide us with information as they were restricted by a Non-Disclosure agreement with the State.</p> <p>As we reviewed the Appendices provided by the State we were unable to determine the specific availability and capacity of state-owned servers so that we could responsively and accurately estimate additional hardware requirements. Would the State provide detailed information on existing servers available to NJ SUCCESS, to include make, model, configuration, available capacity?</p>	<p>This question was asked and answered at the bidder’s conference. After further consideration, the State has redefined its answer to this question.</p> <p>Section 3.2.5, "Assessments and Specifications", Subsection A: Capacity Assessment and Planning Document, states: “The Capacity Analysis Document shall define the hardware, software, and infrastructure required to meet the NJ SUCCESS minimum application performance by examining the existing hardware, software, network, and facilities in place within NJLWD and OIT, and identifying the gap between the two. The parallel build-out required to house NJ SUCCESS initially at NJLWD and later at OIT must be incorporated (per Section 3.2.19, Pilot Implementation, and Section 3.3, Technical Environment).”</p> <p>The bidder should propose hardware and software assuming nothing is in place.</p> <p>The Assessment will determine the “gap” between the</p>

Page	Reference	Question	Response
			proposed solution and the existing hardware and network infrastructures.
136	Section 4.4.2, Technical Proposal	It is stated that "The Capacity Analysis Document shall define the hardware, software, and infrastructure required to meet the NJ SUCCESS minimum application performance by examining the existing hardware, software, network, and facilities in place within NJLWD and OIT, and identifying the gap between the two." (Ref. 3.2.5 Assessments and Specifications, p.33). Also that "The bidder shall identify in its proposal all hardware products and related specifications that are required to support its proposed solution to meet the performance standards identified in Section 3.3.18." (Ref. 4.4.2.3 Technical Environment, p.136) What documentation on the existing infrastructure can be made to bidders for purposes of proposal development? What guidance can NJLWD provide for bidding specifications prior to development of the Capacity Analysis Document?	The bidder should propose hardware and software assuming nothing is in place. During the Conceptual Design Phase, the vendor will have the opportunity to recommend what equipment can be reused, as per 3.2.5, "Assessments and Specifications".
140	Section 4.4.4, Cost Proposal	RFP says: "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." Could the State provide a more specific time limit, e.g., Each bidder must hold its price(s) firm through issuance of contract or 180 days, whichever is sooner, to permit...?	This is standard language in State of New Jersey Requests for Proposals. A more specific time limit cannot be provided. This language is intended to provide the State's Evaluation Committee with ample time to evaluate bid proposals and make a sound business and technical decision.
141	Section 5.2.2 and 5.20	Will the State agree that any change in scope of services, additional work or other contract amendment will be made pursuant to a change control process and will only be made upon mutual agreement of the parties?	Pursuant to RFP Section 5.20, reductions in scope will be made only when the Director of the Division of Purchase and Property has provided "...advance written notice to the contractor." Further, pursuant to RFP Section 5.24, additional work and/or special projects require that, "...the contractor must present a written proposal to perform the additional work..." Finally, a contract amendment by its very nature necessitates the contractor's involvement by providing a scope of work with costs in response to a request from the State for said amendment.
144	Section 5.7,	Will you provide the budget?	No.

Page	Reference	Question	Response
	Availability of Funds		
144	Section 5.7, Availability of Funds	<p>Is this a federally funded or state funded project?</p> <p>Are there federal approvals needed?</p> <p>Is there any need to review the system with feds for approvals?</p>	<p>It is a federally funded project.</p> <p>Ongoing federal approval is not needed for use of the federal funds granted to New Jersey.</p> <p>US DOL does not need to review and approve the system.</p>
144	Section 5.9	<p>In section 5.9 and throughout the RFP, approval of deliverables and acceptance of deliverables is mentioned but no approval process is specified. Will the State please clarify the process for acceptance of deliverables?</p> <p>Does the State agree that acceptance will be based solely on the objective requirements set forth in the RFP?</p> <p>Does the State agree that review of deliverables will be performed in a timely manner?</p>	<p>Question 1: There is a three tier approval process: Signoff by the VV&amp;T vendor, signoff by the PMO, and signoff by the Steering Committee. The State will provide a full copy of the acceptance process to the winning bidder.</p> <p>Question 2: The State, the VV&amp;T contractor and the DDI Contractor will develop the acceptance criteria during the Conceptual Design phase of the project.</p> <p>Question 3: Yes, the review of deliverables will be performed in a timely manner.</p>
144	Section 5.9	<p>“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.”</p> <p>Would the State consider a warranty standard that is based on the specifications set forth in the resulting statement of work, including reasonable acceptance terms and a disclaimer of other warranties not</p>	<p>The RFP and all addenda to the RFP comprise part of the final contract, in concert with the bidder's proposal and the final contract pages provided by the State's Division of Purchase and Property. Therefore, the terms, conditions, and legal parameters for the resultant contract are set forth in the State's RFP and addenda thereto.</p>

Page	Reference	Question	Response
		specifically enumerated in the resulting contract?	
145	Section 5.12, Ownership of Materials	Regarding ownership of materials, will the State consider acceptance of a materials license with broad usage rights in lieu of ownership of all deliverables?	If it is work created solely for the State and does not include existing intellectual property, no.
145	Section 5.12, Ownership of Material	<p>Would the State agree to modify this provision so that the State receives a perpetual, royalty-free, non-exclusive license to use all deliverables developed under the contract for the State's business, while the Contractor retains its unencumbered ownership rights to the deliverables and all associated intellectual property rights (excluding State confidential information)?</p> <p>We understand the requirement that all pre-existing intellectual property must be identified in the proposal however, would the State agree to include a caveat in the contract that pre-existing intellectual property rights that are not identified in this proposal, but are later shown by reasonable evidence to be pre-existing intellectual property of Contractor, will also remain property of the Contractor?</p> <p>Would the State agree to clarification that all intellectual property rights in modifications, enhancements or improvements of Contractor pre-existing materials developed by the Contractor during the project will remain in Contractor?</p> <p>Would the State agree to clarify that the Contractor will not be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables?</p>	<p>No.</p> <p>All pre-existing intellectual property must be identified as such in the bid proposal.</p> <p>The language in RFP Section 5.12 is affirmed by the State.</p> <p>The State recognizes that the Contractor may independently develop for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables provided during the contract resulting from this RFP.</p>
148	Section 5.25, Form of Compensation and Payment	How does the State determine its vendor payment schedule?	While the bidder can submit a proposed payment framework for the State's consideration, the State will utilize a deliverables-based payment framework. The bidder is cautioned, however, that no payments will be made prior to acceptance by the State of Contractor-



Page	Reference	Question	Response
			provided deliverables, i.e., advance payments are unacceptable.
152	Section 6.0	Who wrote the RFP? Can they participate in the work going forward?	Tier Technologies and Mathtech participated in writing the RFP for DDI of NJ SUCCESS. Their contract with New Jersey prohibits both entities from bidding on this RFP. Their contract also prohibits Tier and Mathtech from participating as a subcontractor or consultant to a bidder on this RFP .
152	Section 6.0	Will this contract be awarded to only one company? If yes, is this company responsible for all modules of this project?	Yes.  Yes.
154	Appendices	Appendix D; NJ SUCCESS Technical Architecture, One of the stated risks of the e-payments foundation project identified for development by the State is "Developed design will not be in compliance with the design standards introduced by SUCCESS vendor".  One of the stated assumptions of the e-payment project is "Developed design will be in compliance with the design standards introduced by SUCCESS vendor".  Please clarify the design of the e-payment system and the requirements for the NJ SUCCESS project to interface with the e-payment system.	The NJ SUCCESS system will implement e-payments capability and replace the existing e-payments solution.
154	Appendices	Appendix D; NJ SUCCESS Technical Architecture, page 62. This slide depicts web/video conferencing as a required technology.  Page 93 of the RFP refers to Conferencing requirements that are telephone-based.  Please clarify the conferencing requirements for NJ SUCCESS.	Telephone conferencing is a requirement. Web/video conferencing is not a requirement.
154	Appendices	Appendix D; NJ SUCCESS Technical Architecture, page 66. "The 390 technology slides from the review workshop are included as appendices to this report."	The slides will be made available to the winning bidder.

Page	Reference	Question	Response
		<p>Are these appendices provided in Appendix E, NJ SUCCESS Technical Architecture? If so, the document is not organized as Appendices A through H as stated in the Technical Architecture document and it contains 39 slides.</p> <p>Please clarify</p>	
160	Subcontractor Set Aside Forms	Is the Small Business Set Aside a must?	The bidder must make a good faith effort to meet the Small Business Set Aside goal of 25% of the contract if it is using subcontractors. The bidder should document all steps taken to demonstrate its good faith effort.
160	Attachment 4, Subcontractor Set Aside	If a prime uses subcontractors, does the prime need to identify the percentage of work to be done by each subcontractor?	Yes.
166	Executive Order 134	<p>Regarding Executive Order 134, will subcontractors need to fill out the paperwork?</p> <p>At the time of bid submission, are all business registrations needed, or only the prime's?</p>	<p>The prime contractor is responsible to be in compliance with this Executive Order.</p> <p>At the time of bid submission, only a copy of the prime contractor's business registration certificate needs to be included in the bid proposal.</p>

**Advertised Bid Proposal  
2005-X-37406  
Amendment 02**

Bidding Opportunities

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**DESIGN DEVELOPMENT & IMPLEMENTATION FOR  
NJ SUCCESS-LABOR & WORKFORCE DEVELOPMENT**

**Advertised Bid  
Proposal Number:** 2005-X-37406

**Advertised Bid  
Proposal Issue Date:** 12/15/2004

**Bid Opening  
Date/Time:** 01/27/2005  
2 PM

**Set-Aside Category:** SUBCONTRACTING SMALL BUSINESS

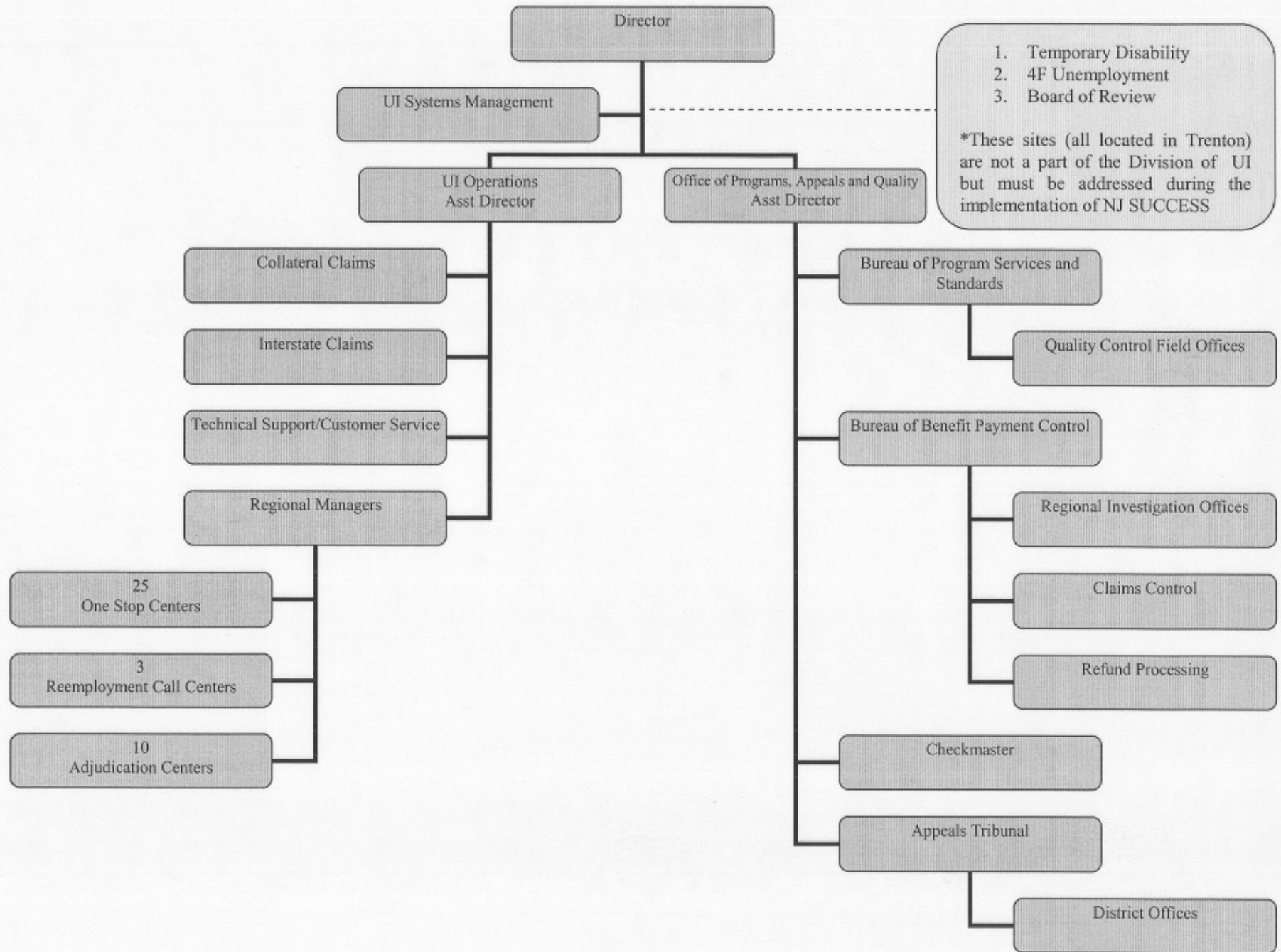
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RFP SECTION 1.3.5, "DOCUMENT WEB SITE", IS AMENDED TO INCLUDE APPENDIX  
CC, ENTITLED, "DIVISION OF UI - ORGANIZATIONAL CHART".

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Bidding Opportunities

# Division of Unemployment Insurance



## **Locations:**

### **Division of UI Director**

Trenton

#### **UI Systems Management**

Trenton

### **UI Operations Asst Director**

Trenton

#### **Collateral Claims:**

Trenton

#### **Interstate Claims**

Trenton

#### **Technical Support/Customer Service**

Trenton

#### **Regional Manager Offices:**

Passaic

Trenton

Vineland

#### **One-Stop Career Centers**

Bloomfield

Camden

Dover/Morristown

Elizabeth,

Hackensack

Hammonton

Jersey City/Bayonne

Neptune

New Brunswick

Newark

### **One Stop Career Centers (cont.)**

Newton

Passaic

Paterson

Perth Amboy

Phillipsburg

Plainfield

Pleasantville/Atlantic City

Salem

Somerville/Flemington

Thorofare

Toms River

Trenton

Vineland/Bridgeton

Westampton

Wildwood

### **Reemployment Call Centers**

Monmouth County

Hudson County

Cumberland County

### **Adjudication Centers:**

Bridgeton

Camden

Elizabeth

Jersey City

Newark

**Adjudication Centers (cont.)**

New Brunswick  
Paterson  
Pleasantville  
Toms River  
Trenton

**District Offices (cont.)**

Trenton  
Hammonton

**Office of Programs Appeals and Quality – Asst Director**

Trenton

**Bureau of Programs Services and Standards**

Trenton

**Quality Control Field Offices**

Paterson

Hammonton

**Bureau of Benefit Payment Control**

Trenton

**Regional Investigation Office**

Paterson

Trenton

Newark

Hammonton

**Claims Control**

Trenton

**Refund Processing**

Trenton

**Checkmaster**

Trenton

**Appeals Tribunal**

**District Offices**

Passaic

Newark

**Advertised Bid Proposal  
2005-X-37406  
Amendment 03**

Bidding Opportunities

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**DESIGN DEVELOPMENT & IMPLEMENTATION FOR  
NJ SUCCESS-LABOR & WORKFORCE DEVELOPMENT**

**Advertised Bid  
Proposal Number:** 2005-X-37406

**Advertised Bid  
Proposal Issue Date:** 12/20/2004

**Bid Opening  
Date/Time:** 01/27/2005  
2 PM

**Set-Aside Category:** SUBCONTRACTING SMALL BUSINESS

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NOTE THAT THE REMAINING QUESTIONS DEFERRED AT THE MANDATORY PRE-BID  
CONFERENCE HAVE BEEN ANSWERED IN THE ACCOMPANYING PDF FILE.

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Bidding Opportunities

## NJ SUCCESS PRE-BID CONFERENCE QUESTIONS AND ANSWERS

Page	Reference	Question	Response
134	Section 4.4.2, Technical Proposal	<p>This provision requires bidders to submit a CD to the State with sample work product on it. Any such CD will contain proprietary and confidential information of Contractor.</p> <p>Would the State consider including a clause in this RFP that allows certain proprietary and confidential information (including the sample CD) in the proposal to remain protected from public disclosure, provided that Contractor specifically label items as confidential and proprietary?</p>	No. The State can only protect such items as are truly trade secret and proprietary information and defensible as such. The State will not undertake to protect information based on how it is labeled.
134	Section 4.4.2, Technical Proposal	<p>Section 4.4.2.3 requires bidders to submit a CD with their bid that contains examples of various system deliverables for projects similar to the NJ SUCCESS as follows.</p> <p>We understand the requirement as written in the RFP. If this answer is no, it will drastically limit the ability of the bidder to demonstrate its best work.</p> <p>We would ask that there be a vehicle for the prospective bidders to mark these sections proprietary and confidential?</p>	See response to the previous question above.
142	Section 5.2.3	<p>Will the State agree to include a mutually acceptable dispute resolution process that provides for escalation of disputes to higher levels of management within each party before proceeding to other dispute mechanisms?</p> <p>If such management discussions do not resolve the dispute would the State agree to binding arbitration?</p>	No.
145	Section 5.13	<p>Contractor recognizes the importance of maintaining confidentiality of the State's data. In order to effectively and efficiently provide the services requested, Contractor will need to disclose and potentially incorporate confidential information into the deliverables. However, in order to do so, Contractor will require assurance that such confidential and proprietary information will remain proprietary to</p>	Lacking concrete examples, the State is unable to respond to this question.



Page	Reference	Question	Response
		Contractor and that the confidentiality will be protected in the same manner that Contractor is obligated to protect the State's confidential information. In the interest of providing the State with the services and deliverables it desires, would the State consider making this confidentiality obligation mutual?	
145	Sections 5.14 and 5.15	<p>Does that State agree that the prohibition on news releases and advertising without prior written consent is a mutual obligation?</p> <p>Will the State agree to language that the State will not unreasonably withhold such consent?</p>	No.
146	Sections 5.17.2 and 5.17.3	<p>Will the RFP along with the proposal be considered "a writing executed by the director?"</p> <p>Will the State accept industry standard disclaimers for implied warranties provided that the proposal includes an express warranty? If so, please clarify that such disclaimer in the proposal along with the RFP will be considered "a writing executed by the Director".</p>	The State is unclear what this question is asking and therefore is unable to respond.
146	Section 5.18, Late Delivery	Will the State consider delivery on a mutually agreeable schedule basis as opposed to the delivery guarantee?	Based on Appendices X and Y to the State's RFP, a broad schedule has been identified for the bidder. Therefore, any bidder-proposed schedule extending the timeline would not be acceptable to the State.
146	Section 5.18	<p>"If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for damages incurred."</p> <p>The last sentence of this provision indicates that the contractor shall be liable to the State for damages incurred due to late delivery. Contractor understands the need to notify the State of potential delays in completion of tasks and Contractor will strive to complete such tasks in a timely manner, this provision potentially subjects contractors to liability for delays,</p>	

Page	Reference	Question	Response
		<p>regardless of the cause</p> <p>Would the State agree to limit Contractor's liability to commercially reasonable damages for late delivery caused directly by Contractor?</p> <p>Would the State clarify that such damages are limited to direct damages subject to the limitation of liability set forth in the Contract and that such damages would be applied to the aggregate dollar amount of the limitation of liability for direct damages?</p> <p>Would the State further clarify that such damages are the State's exclusive remedy for late delivery?</p>	<p>Yes.</p> <p>Yes.</p> <p>No. The State does not waive other remedies in advance.</p>
146	Section 5.19	Will the State agree to a clarification that "satisfactorily completed" as used in this provision means completion in accordance with the objective requirements set forth in this RFP and accepted pursuant to a mutually agreeable acceptance process based on objective acceptance criteria?	The last sentence of RFP Section 5.19 is amended to read, "Upon certification by the State Contract Manager that project tasks have been satisfactorily completed as well as receipt and acceptance of the Contractor's final project deliverable, the cumulative amount shall be released." The State does not accept a mutually agreeable acceptance process.
150	Section 5.28	An overly broad indemnification requirement may cause certain bidders to refrain from bidding, particularly since such indemnification appears to be excluded from the limit on direct damages in Section 5.29. Inclusion of an industry standard provision for indemnification for certain intellectual property infringement claims will allow more bidders to submit proposals, thereby enhancing the competitive bidding process which is in the State's best interest. Would the State agree to limit this indemnification provision to indemnification for third party claims that a deliverable developed by Contractor under this contract infringes a copyright or a presently existing U.S. patent, unless one of the following exceptions exists? Contractor would not indemnify Client if the claim of infringement is caused by (1) the State's misuse or modification of the deliverable; (2) the State's failure to use corrections or	<p>The State agrees with points (1) and (2).</p> <p>Point (3) is acceptable if the product or information is not recommended, owned or developed by the Contractor.</p> <p>Point (4) is not acceptable since the State is specifically using the deliverable for the benefit of UI claimants.</p> <p>Point (5) is acceptable if the contractor has warned the State that its use of such materials subjects the State to the danger of an infringement action.</p>

Page	Reference	Question	Response
		<p>enhancements made available by Contractor; (3) the State's use of the deliverable in combination with any product or information not owned or developed by Contractor; (4) The State's distribution, marketing or use for the benefit of third parties of the deliverable; or (5) information, direction, specification or materials provided by State or any third party.</p>	
150	Section 5.29	<p>As the State has permitted in other contracts, would the State agree that the disclaimer of special, consequential, and incidental damages applies to all claims, including claims relating to confidentiality breaches and indemnity claims?</p> <p>The inclusion of the following sentence essentially requires Contractor to exhaust its insurance coverage before the limitation of liability applies. This language may have the undesired effect of encouraging some bidders to maintain minimal limits of insurance in order to reduce Contractor's ultimate liability. Would the State agree to delete the following sentence in both places in Section 5.29 (pp150 and 151): "The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the Standard Terms and Conditions."</p>	<p>The State does not agree that the disclaimer of special, consequential, and incidental damages applies to all claims, including claims relating to confidentiality breaches and indemnity claims.</p> <p>The State affirms the language in RFP Section 5.29.</p>
171	Appendix 1, NJ Standard Terms and Conditions.	<p>Sec. 2.3, General.</p> <p>Contractor has an insurance policy that provides similar coverage as required by the RFP Would the State agree to the following modifications in this insurance section?</p> <p>a) Contractor will name the State as an additional insured under its Commercial General Liability policy. b) Insurer will endeavor to provide thirty days prior written notice of cancellation of the insurance. c) In the clause that requires a Commercial General Liability policy, delete the section that says, "...which shall not be circumscribed by any endorsements</p>	<p>For items (a) and (b), the State agrees,</p> <p>The State does not agree to item (c).</p> <p>For item (d) the language in the NJ Standard Terms and Conditions in Appendix 1 is affirmed.</p>

Page	Reference	Question	Response
		<p>limiting the breadth of coverage.”  d) Instead of one million per occurrence as a combined single limit for limits of liability for bodily injury and property damage, Contractor can provide one million per occurrence and two million in the aggregate.</p>	
171	Section 3.13 of Standard Terms and Conditions	<p>Contractor is willing to provide an express warranty for its services and deliverables and will pass through warranties for third-party products provided under the Contract  Would the State agree to delete the performance guarantees in Section 3.13, provided that mutually acceptable express warranties are provided?</p>	The State affirms the language in the NJ Standard Terms and Conditions in Appendix 1.
171	Section 3.5 of Standard Terms and Conditions	<p>Would the State grant the right for the Contractor to terminate this Agreement if the State does not pay the Contractor within reasonable grace period of payment due dates?</p>	No. The contract is subject to the Prompt Payment Act, which covers the contractor's rights with respect to the State's payment liability.
171	Section 3.19 of Standard Terms and Conditions	<p>Specific limitations on the scope of auditing records is standard in the industry  Would the State agree to limit its audit right to those records reasonably necessary to verify accuracy of the Contractor's Invoices?</p>	No, the State cannot limit the scope of the audit.