

Request for Proposal 07-X-36579

For: SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	9/18/06	5:00 PM
Mandatory Pre-Bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	8/28/06	10:00 AM
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	11/28/06	2:00 PM

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

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input type="checkbox"/> Not Applicable	Category <input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input checked="" type="checkbox"/> Subcontracting Only	

RFP Issued By

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

Using Agency

State of New Jersey
Department of Human Services

Date: August 2006

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- Appendix 4 – DHS Distributed IT Architecture
- Appendix 5 – DHS Security Framework
- Appendix 6 – Preparation Project Requirements Document

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 on behalf of the State of New Jersey, Department of Human Services (DHS), Division of Family Development (DFD). The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor to design, develop, test, implement, and maintain a Consolidated Assistance Support System (CASS).

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. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

NOTE: The State intends to contract with a contractor and possibly subcontractors to provide the services described in the forthcoming CASS Quality Assurance (QA) and Implementation Advanced Planning Document Update Services (IAPDU) for CASS. The successful bidder and its subcontractors (if any) selected for the CASS QA and IAPDU Services project cannot be an eligible bidder for this RFP. The contractor selected as a result of this RFP is also prohibited from being a subcontractor or rendering any assistance to the firm selected in response to the CASS QA and IAPDU Services RFP. The bidder's submission of a bid in response to this RFP will constitute an acceptance of this exclusivity agreement between the selected firm and the State.

The NJ Standard Terms and Conditions version 05 20 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

1.2.1 HISTORY

In 2003, the DFD issued a CASS Preparation Project RFP. The purpose was to validate and update the State's requirements and identify the best development approach for a CASS that would incorporate new technology solutions as the basis for future application development to meet the goals/objectives of the CASS component. The goals and objectives of the CASS project are identified in Section 1.2.2 below.

During the CASS Preparation Project, the contractor (Maximus) met with 322 subject matter experts from multiple committees, sub-committees, groups, and representatives including:

- Country Welfare Agency Directors Association;
- Fiscal Officers Subcommittee;
- Income Maintenance Administrative Supervisors' (IMAS) Subcommittee;
- Medicaid's Building Bridges – MIS Workgroup;
- General Assistance/Food Stamps Users Committee;
- Work First New Jersey Directors Subcommittee;

- Child Support and Paternity Representatives;
- Online Eligibility Screening Committee;
- Case Management Supervisory Committee;
- Unified Child Care Agency Representatives;
- Department of Labor's Work Systems Committee;
- Bureau of Administrative Review and Appeals (BARA) Staff;
- Fraud Unit Representatives;
- Quality Control Representatives;
- Document Control Unit (DCU) Coordinators;
- Policy Representatives; and
- Division for Youth and Family Services (DYFS).

At each session, the contractor led the participants through a series of structured requirements identification and validation steps. A typical session followed the following agenda:

- Introduction and Brief CASS Overview;
- Walkthrough of Existing Processes and Workflows;
- Identification of New Requirements During Walkthrough Discussions; and,
- Validation, Updating, or Discarding of Requirements Identified in earlier documents.

The State has determined that a development effort that leverages a non-proprietary Commercial Off-The-Shelf (COTS) framework solution that already contains core human service business functions and the tools to build on the core functions would best meet the State's requirements. To meet the non-proprietary condition, the COTS framework source code, once purchased, must be owned and modifiable by the State.

1.2.2 GOALS AND OBJECTIVES

The major goals of the CASS project are:

- Migrate from the current proprietary platform;
- Implement an open systems infrastructure; and
- Integrate systems.

The State of New Jersey's objectives for CASS are to:

- Integrate existing systems and processes to the extent possible;
- Develop a system that is client-centered;
- Provide immediate access to data for update, inquiry, or use in interfaces, reporting, or analysis processes once it has been entered;
- Provide better linking of case and member data across counties and systems;
- Eliminate the redundant keying and storage of the same information about an individual;
- Capture and retain more data for cases/members over time to support better services to the client and enhanced reporting needs at the state and county levels;
- Enhance disbursement processing, financial reporting, and reconciliation between case management systems and accounting systems;
- Provide a common front-end and client registration process across all Division of Family Development and Division of Medical Assistance and Health Services programs;
- Automate the eligibility determination and calculation processes;
- Enhance document management processes for creation and storage of notices and other documents;

- Minimize the use of paper and printing and provide services electronically, when possible;
- Provide senior managers with timely reporting on data in DFD's databases, and have that data reflect up-to-date information in real-time. In those rare situations where real-time access would not be available, data must be accessible on a more frequent timeframe than monthly;
- Implement strong, timely, and accurate financial reporting and reconciliation components;
- Provide ad-hoc reporting processes ensuring users have the ability to easily access and provide reports using information through the current date and time and/or provide management reports reflecting current date and time circumstances.
- Provide access and data entry via the Internet from clients and other users or providers, where appropriate;
- Ensure system(s) and information are secure from unauthorized use, access, and inadvertent loss of data;
- Provide access to categories of information to the public, all government agencies, or select agencies and employees, as appropriate;
- Implement disaster backup plans that are fully tested;
- Implement crosschecks and tracking for fraud detection and prevention;
- Leverage personnel skills through use of increased training and staff development to optimize the use of state, county and municipal technical staff, as well as DFD system end-users;
- System(s) must accommodate new programs or major changes to existing programs;
- Design and develop the new system such that new programs or changes in existing state and federal regulations can be easily incorporated into the system. These changes should be accommodated, to the extent possible, without major changes to underlying code for data collection or processing of data.
- Support any office structure that may have a difference in how staff is used for specific functions (for example, generic versus specialized staff or units);
- Develop a system that uses a standards-based design that allows, when appropriate and authorized, easy exchanges of data with other county, state, and federal systems and compliant with the DHS "Distributed Information Technology Architecture" (Appendix 4). Based on current DHS standards, industry directions, and anticipated design considerations gleaned from the ACSES and SACWIS projects, the following attributes are required:
 - Compliance with open architecture standards, including an open, standards-based set of application program interfaces (APIs);
 - An n-tiered architecture, e.g., separate layers for client, presentation, application, data, etc., to provide greater flexibility and scalability;
 - Able to run under non-proprietary operating systems, e.g., Unix, Windows 2000/XP;
 - Provide a browser-based interface able to function with Internet Explorer;
 - Developed using industry-standard tools, e.g., Java, J2EE, XML, .NET, etc.;
 - Implemented on the DHS expanded base infrastructure platform consisting of IBM RS/6000 Scalable Parallel (SP) servers using AIX UNIX (latest release);
 - Utilize Oracle (latest release) as a database server;
 - Utilize WebSphere or other major application server;
 - Provide common, technical services, e.g., security, messaging, error handling, logging, etc., as per industry best practices;
 - Support centralized, easily accessible and maintainable business logic;
 - Be developed on a standards-based technical architecture or framework;
 - Conform to DHS interface standards based on service-oriented architecture and use available web services;

- Assure the confidential handling and protection of all client data, including medical data covered under the Health Insurance Portability and Accountability Act (HIPAA); and
- Encrypted communication between user and application servers.

To realize these objectives, CASS must support the following programs:

- Work First New Jersey – Temporary Assistance for Needy Families
- Work First New Jersey – General Assistance
- Food Stamps
- Low Income Home Energy Assistance
- Emergency Assistance
- Universal Service Fund
- Social Services for the Homeless
- Child Care
- Refugee and Asylee Assistance
- Repatriation Assistance
- Transitional Services
- Post TANF Transitional Services
- Kinship Program
- Medicaid
 - AFDC – Related Medicaid
 - Transitional
 - Medicaid Special
 - NJ Care - Special Medicaid Programs
 - Aged, Blind, and Disabled
 - Children Under the Age of 1
 - Pregnant Women
 - NJ Work Ability
 - Medically Needy Program
 - Aged, Blind, and Disabled
 - Children Under the Age of 21
 - Pregnant Women
 - Long-Term Care
 - Medicaid Only
 - Institutional Medicaid/Long-Term Care
 - SSI Medicaid
 - NJ FamilyCare
 - Partnership for Children
 - Presumptive Eligibility for Pregnant Woman
 - Presumptive Eligibility for Children
 - Specified Low Income Medicare Beneficiary Qualified Individual
 - Breast and Cervical Cancer
 - Emergency Services for Aliens
 - Home- and Community-Based Waiver Programs
 - ✧ ABC Waiver Program
 - ✧ Aids Community Care Alternatives Program
 - ✧ Community Care Program for the Elderly and Disabled
 - ✧ Enhanced Community Options
 - ✧ Model Waivers 1, 2, and 3
 - ✧ Traumatic Brain Injuries (TBI)

- ✧ Mentally Retarded/Developmentally Disabled
- ✧ Assisted Living

In addition to the programs listed above, there are a number of special initiatives or processes that must be supported. These include referrals to other agencies or workers (e.g., domestic violence, substance abuse, or mental health), case management, or use of tax offset processes at the Federal or State level [for example, Treasury Offset Program (TOP) and State Offset of Income Liability (SOIL)] to recoup benefits paid erroneously.

1.2.3 CURRENT SYSTEM DEFICIENCIES

The current systems were designed to support many of the existing public assistance programs and to meet the objectives established for these programs at the time the programs were implemented. As time has passed, these systems have been modified to address new requirements or increased data needs to the extent possible. Over time, these systems have become “stovepipe” systems limiting functionality and data sharing between the systems. The current systems cannot accommodate the increased diversity, complexity, and mandates associated with the administration of public assistance programs since the implementation of welfare reform. The system deficiencies fall into three (3) major categories: functional; technical; and cost.

Functional Issues

Functional issues and concerns with the current combination of automated and manual processes primarily evolve around the lack of data or the inability to share data across systems. While DHS' Shared Data Warehouse will provide some increases in ability to access current data, there continues to be a significant gap in the ability of staff to collect and/or access program data in an online real-time environment. Significant issues and concerns are:

- Replication of functionality and common data across systems;
- Lack of common client registry that allows a user to accurately screen a client and/or family and determine participation across programs and systems;
- Limited criteria that can be used to complete client searches;
- Inability to link case or member data when cases transferred between counties and assigned new case numbers;
- Use of current processes built around a batch mode rather than a real-time model;
- Lack of capabilities that support greater use of online documents;
- Constraints on the ability of an individual (without requesting technical help in the development of a special report) to inquire about or obtain a report on needed information;
- Insufficient flexibility to meet diverse county needs;
- Existence of Medicaid programs that have little or no automated support for processes used to determine eligibility and issue benefits; and,
- Lack of a centralized or common backend that supports program and financial reporting.

Technical Issues

Technical issues and concerns with current systems primarily revolve around the redundant storage of data, inability to easily maintain the software or easily make changes to processing requirements, lack of system documentation, and inconsistency in the look and feel of the systems. The issues and concerns include:

- Redundant and incompatible data stores;
- System rigidity: maintenance and ease-of-modification challenges;
- Inflexible security and privacy mechanisms;
- Lack of a shared process and information-flow model; and
- Non-standard and non-intuitive user interfaces.

Cost Issues

Cost-related issues and concerns revolve around user and support staff time needed to deal with the older systems and ongoing operational and developmental costs incurred because of the use of older technologies for existing systems. The issues and concern include:

- Presence of inefficiencies in the current DFD support systems resulting in direct costs to DFD, DHS, Division of Medical Assistance and Health Services (DMAHS), counties, municipalities, and the State;
- Reduced productivity because multiple, inconsistent support systems are used to process client and case information;
- Need for support staff assistance due to system behavior that is inflexible or unintuitive;
- Increased volumes of documents that must be printed, distributed, and stored;
- Use of some proprietary computing environments restricting choice of platforms that may be resulting in unnecessarily high platform and licensing support costs; and
- Lack of compliance with current architectural and interface standards in some of the core DFD support systems, which has led to software that is not easily modified or adapted to meet changing business needs and functional requirements.

1.2.4 CASS FEATURES AND FUNCTIONALITY

This subsection provides an overview of CASS general features and the functionality identified by State staff attending facilitated work sessions conducted as part of the CASS Preparation Project effort from September through November 2003. The proposed solution should address these features.

The State has determined that a development effort that leverages a Commercial Off-The-Shelf (COTS) framework solution that already contains core human service business functions, and the tools to build on the core functions, would best meet the State's requirements. The responding vendor must specify the tools and technical architecture that would best satisfy the State's requirements as stated in Appendix 1 – CASS Requirements. The expected deliverables and work products are described in RFP Section 3.0 (Scope of Work).

DHS System General Features

A number of general features for any major human service system developed for the State of New Jersey were identified. These include:

- Being web-based.
- Having 24-hour/7 day per week availability.
- Mirroring system navigation to the program's business processes.
- Supporting structured decision-making.
- Being usable by staff that is not technically sophisticated and not highly computer literate.
- Minimizing or eliminating redundant data entry, thereby allowing users to "write it well once."
- Enabling workers to have access to up-to-date information while they are out of the office.

- Being person-based, not family-based, so that each individual is correctly and uniquely tracked throughout their lifetime.
- Continuing the interfaces already in place and adding new interfaces as described in Appendix 1 – CASS Requirements.
- Supporting improved quality and better outcomes for CASS clients.
- Improving the State's ability to maximize Federal claiming, and improve accounts payable and accounts receivable functions.
- Preventing unauthorized access.
- Providing limited access to sensitive data according to worker, client, or case.
- Assuring the confidential handling and protection of all client data, including medical data covered under the Health Insurance Portability and Accountability Act (HIPAA).
- Assuring that system development efforts include representation and input from the Open Public Records Act (OPRA) Custodian and the HIPAA Privacy and Security Officers. OPRA is a New Jersey state law enacted to give the public greater access to government records maintained by New Jersey public agencies. The public has the right under OPRA to examine or obtain copies of those public records that are not subject to exceptions from disclosure. Under OPRA, all levels of New Jersey government are required to produce records, when properly requested. Certain records are considered exceptions. OPRA expands the intent of the Right to Know law by re-defining what records are available to the public, by setting standards for accessing those records, and penalties for failing to disclose them.
- Assuring that system development and operations of CASS are in accordance with Federal regulations and guidelines related to Section 508 compliance and the Americans with Disabilities Act (ADA). The Federal legislation, which is commonly known as "Section 508," refers to an amendment to the Workforce Rehabilitation Act that was signed into law in 1998. It states that electronic and information technology that is developed or purchased by the Federal government must be accessible by people with disabilities. ADA, which became law in 1990, is a civil rights law that prohibits discrimination against people with disabilities and requires that employers, state and local governments offer reasonable services or tools to ensure that people are not discriminated against on the basis of disability.

CASS General Features

A number of general features for CASS were identified, including:

- Providing access to and compatibility with other state, county, and municipal systems as seamlessly as possible. The system must support the DFD plans for a "single system image" that builds on total integration of different solutions for various state programs agencies. This includes significant integration with the re-engineered Child Support System, which will be designed, developed, and implemented during the same time as CASS.
- Providing a single logon procedure to allow workers to access CASS and any related systems.
- Maintaining an historical audit trail identifying specific workers, supervisors, or other entities, e.g., systems staff, that have modified a record or approved a specific action during the life of the case.
- Maintaining case and client data online for longer periods of time. All case and client data that is input into the system must be available for inquiry as long as it is maintained online. Once moved to offline, the data must be available for inquiry within 24 hours of a user requesting access to that data. Archiving or purging of data from the system must meet all applicable program rules and New Jersey record retention policies.

- Providing flexibility in screen-to-screen and system-to-system movement by providing a number of capabilities including: context sensitive help screens; online policy manuals; capability to save work in progress; online reports of contact and other case narratives; easy access to interface data files; scrolling of benefit months forward and backward from the current month; and easy access to unit schedule summaries.
- Providing different modes of screen access based upon type of action being performed. For example, on applications and/or redeterminations, the system must guide the user through a pre-established flow based upon the data being entered or changed. For changes, the system must provide the user the ability to select data via drop-down windows and navigate to only those screens needed to enter changed or new information. The system must utilize field edits to ensure that all necessary data is present prior to determining eligibility or issuing benefits.
- Establishing a process for the assignment of unique case and member identifiers that allow easier tracking of cases and persons across counties. There will be a need to review both system and paper conversions needs when implemented.
- Providing help screens for a specific field that present a description of the field, valid entries for the field, and guidance for resolving specific errors that may be identified. Where cross field edits apply or there is existing policy, the help screen must include hyperlinks that allow the user to navigate to the associated field to review and/or correct the information or navigate to the associated policy.
- Providing access to online policy manuals. Access to the manuals must be context-sensitive in that policy displayed must be related to the field and/or screen from which policy manuals were accessed. Policy must also be accessible from pop-up windows displaying error messages and/or online help.
- Supporting special initiatives or processes that are in place. These include referrals to other agencies or workers (e.g., domestic violence, substance abuse, or mental health), case management, or use of tax offset processes at the Federal or State level (e.g., TOP and SOIL) to recoup benefits paid erroneously.
- Supporting efforts by DHS staff to ensure persons no longer receiving assistance (e.g., post-TANF recipients) are provided an opportunity to access transitional services that may be available. Examples of transitional services include, but are not limited to, time-limited extension of Medicaid coverage or special payments. CASS must have the ability to identify potential recipients for transitional services and generate outreach notices to be mailed. In some situations, listings may be provided to contracted agencies that have the responsibility for providing outreach services.
- Allowing CASS authorized users to accept requests for transitional services in-person or by phone and allow the person taking the application to generate an alert for worker processing. As needed, the system must produce surveys that can be mailed to recipients contacted by contracted agencies for quality assurance purposes. CASS must be capable of producing reports that match recipients identified for outreach with subsequent case actions that occurred.
- Providing support for document imaging of data that is now maintained in paper files such as verification documents that may be submitted by the client or other parties. Users have the ability easily view the information while in the CASS system and print a hardcopy of the information as necessary.

Client Registration

- Provide the ability to enter a variety of client identifiers, e.g., name, birth date, social security number, age, CASS member number, CASS case number, to determine if a person already

exists on CASS or other related systems when a client contacts the office in person, via telephone, or via the Internet;

- Support the use of Soundex or phonetic search engines.
- Populate data fields and provide an overview of a client's participation in the program or systems using data already entered into CASS or other systems, including the Common Client Registry;
- Provide inquiry and access of data in other systems in online, real-time mode;
- Produce pop-up alerts or hints for the user to review potential eligibility for transitional services that may be accessed if case/person exists in system but is inactive.
- Support the registration of person(s) not known to the system and collection of minimal data to determine the person's immediate needs including calculations of income or resources.
- Assign a member number that can be used to track a member's data across cases, counties, and systems.
- Send (and receive) an online referral to the Automated Child Support Enforcement System (ACSES) for a determination of compliance with child support requirements. The online, real-time exchange of data must include enough data for ACSES to create a case or provide an alert to the worker that a compliance determination is needed.
- Generate an electronic referral to the New Jersey Department of Labor and Workforce Development for persons required to participate in the Early Employment Initiative (EEI) or mandatory work registrants.
- Support the assignment of the intake case to a designated worker and produce alerts based on county-specific criteria.
- Assign a unique case number that remains with the household regardless of where the members are located.
- Support the collection of a minimal set of data that can be used to identify persons being assigned to an assistance group, identify the person or household's immediate needs, identify programs for which the client is applying, and capture technical and financial data that could be used to determine potential eligibility.
- Control the collection of data for the initial intake process and redeterminations using a pre-defined flow of screens to capture information based upon the programs being applied for, members in the assistance group, or data already entered into the system.
- Allow the user to selectively access case notes/narratives for entry of comments or contact information.
- Edit data as it is entered for validity and consistency with data previously entered and display errors immediately.
- Provide context-sensitive help and policy for a specific screen or fields that are easy to read and understand.
- Support the determination of eligibility for more than one month at a time. The data entered could be for months in the past, current month, and future months.
- Provide the ability to stop data collection and suspend the case pending further information or verification without losing any of the data that has already been captured. The user must also be able to access the pending intake or redetermination data and append to it as other information is collected.
- Support the entry of data during times other than an initial intake or redetermination process. The case change process must allow users to access specific data directly without a pre-defined flow of screens.
- Support the ability to create and maintain an online application that can be reviewed by the user and client online or be printed on paper.
- Capture the signature of the client and/or caseworker via an electronic pad to complete the application process and preserve the filing dates of the online application.
- Support entry of application dates for applications that may be received via the mail.

- Provide ability to generate and send referrals in an electronic mode to the extent possible. The system must provide the worker the ability to generate a referral to the local office.
- Allow the user to specify the types and amounts of payments that should be made as a result of the person being eligible for a program, e.g., Emergency Assistance. The system must allow the entry of this data while editing the entries for consistency and levels of payment.

Eligibility Determination

- Perform automated determinations of eligibility using the raw data entered into the system by the user.
- Support determination of eligibility for past, current, or future months.
- Support the use program standards, rules, eligibility tables, and calculation logic appropriate for the month for which eligibility is being determined.
- Determine potential eligibility using a minimal amount of data captured during the pre-screening process to identify programs where potential eligibility may exist for the full assistance unit (i.e., eligible household members) or specific members.
- Generate appropriate electronic referrals or updates to other systems based upon eligibility determinations or data entered into the system.
- Determine eligibility in other programs for the case or individual members losing Medicaid coverage using a “waterfall” approach in that if a case or member is found ineligible, eligibility in other categories of assistance must be explored.
- Display the results of the eligibility determinations to the users at various points in the process (e.g., following entry of technical, resource, and financial data into the system).
- Continue to identify other issues/factors that are causing ineligibility for a case or members even when the point of ineligibility has been reached.
- Support the eligibility determination process for one program while other program applications or redeterminations completed at the same time may need to be pended for additional information, processing, or verifications.
- Generate all appropriate approval, adverse, or timely notices to be sent to the client. The ability to print notices at the central or local offices will be needed.
- Establish triggers for generating benefit issuances, updates to other systems, and/or establish any actions or dates that must be tracked. Appropriate alerts to the appropriate workers must be generated.
- Re-determine eligibility for those cases where new data has been captured or new benefit amounts have been calculated.
- Use any existing disqualification or sanction information to determine eligibility for the member(s) and to determine how the member’s income and resources should be considered for the specific program
- Include the ability to impose those sanctions or disqualifications with little or no worker intervention.
- Maintain counters for specific cases, e.g., WFNJ – Cash Assistance, WFNJ – General Assistance, Emergency Assistance, where there is a lifetime maximum for receipt of benefits for adult members, or a maximum on the number of times a specific benefit or service can be received within a specific timeframe.
- Produce benefit/issuance records to be used in the issuance process or passed to the Electronic Benefit Transfer (EBT) system.
- Generate medical cards along with an eligibility file, which is passed to the Medicaid Eligibility System (MES).
- Generate child care vouchers at the local office and subsequently issue checks at the local agencies.

- Produce payment in the form of a check printed at the local office if electronic funds transfer (EFT) is not selected as the method of payment for other payments authorized for programs such as Transitional Services, Emergency Assistance, or Social Services for the Homeless.
- Manage all start, end, and effective dates for all automated eligibility and benefit calculation processes, including adverse action periods.
- Initiate action automatically without worker intervention, when appropriate timeframes have elapsed.
- Support trial eligibility determinations and present the results to the user for review. If in a trial mode, the new data entered must not be used to update the system.
- CASS must support the automated determination of eligibility for other programs or transitional services when a case and/or member are closed.

Case Change

- Allow users to record the receipt of case change data and provide automated tracking to ensure actions on the reported information are taken timely.
- Provide access directly to the data/screens related to the reported change and update the data. As data is entered, the system must provide prompts for other data that must be changed or reviewed or is not consistent with the online editing process.
- Initiate the eligibility determination process automatically for the appropriate program and any related cases

Case Management

- Support case management activities for certain cases supported by CASS (WFNJ – TANF and General Assistance, Food Stamps) that will be assigned to case managers for assessment and monitoring of their compliance with specific work-related activities.
- Support the capture of the Individual Responsibility Plan (IRP)/Employability plan including the capture of activities, proposed and actual start and end dates for each (calculated or manual), and providers/vendors who will provide the service/activity.
- Provide the ability to modify the plans/agreements and re-sequence activities as needed.
- Provide the ability to print the full plan or any portion in hardcopy.
- Provide the ability to track the case management caseload and all activity completed by case managers for tracking and reporting needs.
- Generate automated referral files, when possible, to initiate the referral process to other agencies. When necessary, the worker must have the ability to generate a paper referral in the local office to give to the recipient or mail to the vendor or agency, as appropriate.
- Allow the update or entry of attendance or participation data received from vendors/providers either electronically or by other means. Results of assessments can also be captured and maintained in the system.
- Provide the ability to generate supportive payments for recipients when needed. CASS must provide managers with the ability to authorize specific payments and collect all information necessary to ensure appropriate accounting of these payments.
- Support Electronic Funds Transfers (EFT) or printing of a check locally and given to the recipient or mailed.
- Maintain historical data regarding all case management activities and payment for inquiry and use in creating all related reports.

Case Tracking and Monitoring

- Ensure that all pending actions are completed or that actions that must be completed in the future are triggered for automated processing or worker intervention.
- Track referrals to other agencies or vendors to ensure information is returned and/or a corresponding action has been taken.
- Ensure other systems and/or agencies are notified of changes, as needed, e.g., ACSES is notified of children joining assistance unit or collection of child support.
- Include a process for worker- and system-generated alerts that can be displayed to workers, supervisors (including other levels of county management) on a daily basis to identify actions that are needed, actions that are pending and nearing appropriate time limits, actions that are past due, alerts not acted upon, and actions that have been taken by the system automatically.
- Create and remove alerts automatically based upon actions taken on a case, when appropriate
- Allow alerts to be removed by the worker or supervisor once they have been accessed and reviewed. The alerts function must allow workers and supervisors to view alerts for a specific type, day or time period.
- Provide all users with an automated calendaring function that will allow staff to schedule appointments and/or block time periods reserved for meetings, lunch breaks, or leave.
- Automatically schedule redeterminations or reviews based upon automated ticklers generated by the system or entered by the staff. Automatic scheduling must use pre-established parameters set for each unit, e.g., length of time to allot for an interview, number of interviews per day.
- Support generation of all appointment notices. When appointments are missed or have no corresponding case action, CASS must produce alerts for the worker or supervisor for follow-up action.
- Provide a process that will allow users to record when case changes are reported via the mail or verbally.
- Provide flexibility to have county- or supervisor-specific parameters for the types of alerts that must be provided and timeframes for when the alerts are generated for the worker and supervisor.

Disbursements

- Support the disbursement and accounting for all funds issued for or on behalf of a client.
- Create daily and monthly issuance files that can be used by the EBT system to generate payments for Work First New Jersey and food stamps.
- Support receipt of files from other systems and agencies that are merged for generation of one EBT file for the EBT contractor.
- Generate the paper medical cards for all Medicaid recipients based upon current processing. These cards must be produced on a daily or monthly cycle. When necessary, staff must have the ability to print a medical card locally for a recipient.
- Generate child care in the form of a voucher and subsequent payment through a check that will print in the local agencies or EFT.
- Generate vouchers and subsequent payment through EFT or checks generated at the local office for supportive payments authorized by case managers or by eligibility workers for programs such as Emergency Assistance or General Assistance.
- Support the development and use of one vendor/provider file that can be used statewide.
- Identify the months payments are for and the amount allotted to each month when multiple months are involved.

- Automate the accounting processes for the above-referenced payments, including the tracking of all payments, assignment to fund or bank account codes, and debit/credit functions.
- Provide the ability to generate all necessary local agency and state financial reports. Where CASS does not have all the data to create a report, the system must populate the fields with available data for viewing and reporting.
- Provide the ability to merge data from all local agencies into the appropriate state reports.
- Support the reconciliation of issuance files to the EBT system, Medicaid Management Information System (MMIS), and banks accounts maintained by local agencies.
- Provide templates that can be completed by local agencies and/or state fiscal staff on a monthly basis to enter receipts, expenditures, and adjustments as they relate to specific funds or line items. The data entered would be maintained electronically and used to provide monthly, quarterly, and year-to-date totals at the local agency and state levels.
- Collect an electronic signature of the county director or fiscal officer that would be submitted with the reports.
- Support reporting using this data on a monthly, quarterly, annual, or as of a specific date (current or past). The system must support the ability to print reports and to generate a file in Excel or other software acceptable to the State.

Disqualifications / Overpayments

- Provide full accounting functionality to support the tracking, investigation, calculation, and implementation of disqualification or recovery actions, and fiscal management of the claims.
- Provide ability for authorized staff to enter disqualification or claims-related data for a case and/or recipient into CASS.
- Provide ability to generate appropriate adverse action notices, demand letters, repayment agreements, or legal documents or referrals.
- Provide staff with the ability to view historical data for a case and to perform trial or historical calculations to determine benefit amounts that should have been issued. CASS must determine the difference between the amount issued and the recalculated benefits. The trial or historical calculation will be saved including any historical data changes.
- Track all disqualifications or overpayments identified and related activity to be sure investigations are initiated and completed timely and that appropriate notices or documents are generated.
- Automatically calculate an underpayment amount and apply it against existing overpayment amounts.
- Initiate recoupment or allow other forms of payment based upon the data captured from the repayment agreement.
- Provide counties the ability to generate receipts and link those payments and receipt numbers to the claim if payments are received outside of recoupment.
- Maintain a history of the beginning balance, payments received, outstanding balance, and status of the claim.
- Generate files on a daily basis for the Treasury Offset Program and two times a year for State Offset of Income Liability, of all cases/members with overpayments meeting specific program requirements.
- Provide ability to select certain overpayment cases for electronic submission to the federal government or to state government to determine if a tax refund or other payment is due the client. If so, the value of the overpayment at the current time can be reduced by the amount of the tax refund or other payment available. CASS must support the use of the returned electronic files to automatically update the system.

Hearings and Appeals

- Support the ability of the worker to indicate that the client has requested a hearing or appeal and generate a request for the client's signature.
- Trigger an electronic referral to Bureau of Administrative Review and Appeals (BARA).
- Provide BARA staff with the ability to enter data regarding the outcome of their review, decisions made by hearing staff, and log dates when specific actions were taken.
- Generate automated alerts or reports to allow staff to track timeliness of actions.

Interfaces

- Support an interface to the New Jersey Statewide Protective Investigation, Reporting and Information Tool (NJSPIRIT) system to determine if a client is a DFD provider or a child in protective services.
- Support IV-D worker inquiry of CASS and a IV-D interface to automatically inform Automated Child Support Enforcement System (ACSES) of changes affecting child support cases.
- Support an online, real-time interface with the ACSES system for exchange of child support referral information, compliance indicators, cash benefit amounts, child support disbursements, Deficit Reduction Act (DEFRA) payments, and inquiries to locate absent parents.
- Support an interface to ACSES to receive daily, monthly, or quarterly information on absent parent insurance for children receiving medical assistance.
- Support an interface to allow child support workers to send Family Assistance worker information regarding contacts made with client, absent parent, or other sources.
- Support scheduled matches with other states, especially those bordering New Jersey.
- Support an interface to the Childcare Automated Resources and Eligibility System (CARES) to refer all individuals eligible for child care services to the lead child care agencies.
- Support an interface to the Beneficiary Data Exchange (BENDEX) to track client's Social Security Administration (SSA) information.
- Support an interface to the State Data Exchange (SDX) to update CASS clients with Supplemental Security Income (SSI) benefits and Medicaid information.
- Support an interface to the SSA to verify Social Security Numbers.
- Support an interface to the Department of Labor and Workforce Development (LWD) to provide assistance to clients in locating employment and to match clients against unemployment compensation and wage files.
- Support an interface to the Federal Disqualified Recipient System for fraud and intentional program violation information.
- Support an interface to the Systematic Alien Verification for Entitlement (SAVE) to verify immigration status of aliens applying for assistance.
- Support an interface to the Bureau of Vital Statistics to verify birth, death, and marriage information.
- Support an interface to the Motor Vehicle Commission to verify vehicle ownership information.
- Support an interface to the Department of Education to verify school attendance information.
- Support an interface to the State Tax Assessor's Office to verify ownership of real and personal property.
- Support an interface to the Department of Housing and Urban Development (HUD) to access housing subsidy data.
- Support at least the current level of interface to the On-line Management of Economic Goal Achievement (OMEGA).

- Support an interface to the America's One Stop Operating System (AOSOS) to collect participant and program data.

Notices

- Generate all required notices either triggered automatically from the system or requested by the user.
- Create notices using pre-formatted text that can be selected by the system based on the type of notice and/or circumstances of the case.
- Display notices for the workers' review, entry of free-form text, and authorization for release of the notice.
- Generate notices at central office for mailing to the recipient.
- Provide ability to print notices locally.
- Provide ability to print the notices or application for benefits or services in multiple languages, e.g., English or Spanish.

Quality Control

- Support a quality control process that will be applied to all programs including TANF, Medicaid, and Food Stamps.
- Provide a process capable of determining the exact number of cases that exist for a specific program and calculating the criteria that must be used to select the cases for review.
- Accept entry of selection criteria by authorized users for use in selecting cases for review.
- Select cases and produce an online listing that can be used to assign case reviews to specific supervisors, assign reviews to specific reviewers, and track appropriate review data indicating dates available from the counties when cases will be ready for review, dates reviews conducted, status of reviews, and outcomes.
- Provide the ability to generate all appropriate quality control reports as well as appropriate notices.

Reporting

- Provide the ability to access and produce specific data about programs administered by the State and counties and the populations served. Several key CASS requirements will support the reporting needs. These include the use of unique case numbers that remain the same even when transferred from one county to another; linking of member data across cases and counties; ability to maintain online historical data for a case and person for longer periods of time than currently available; and the ability to access this data in an on-line, real-time mode.
- Support the ability of management staff to produce reports for specific time periods or active as of a specific date (for example, a count of all active TANF cases and members as of today's date).
- Produce both case management and financial reports that meet all mandated federal and state reports as well as provide support to staff in managing the system and caseloads.
- Provide the ability to print standard reports that must be produced routinely to support program administration. These reports can be automatically produced by the system at designated times and when requested by authorized users.
- Provide the ability for users, without support from system analysts or programmers, to produce ad-hoc reports. The ad hoc reporting process must include a "trial" mode that will allow the user to preview the data for a specified number of cases to ensure the ad hoc

reporting logic is correct. Where systems staff must be used to create an ad hoc report, the new ad hoc reports must be written and available within forty-eight hours of the request.

- Provide the ability to capture summary and detailed level data. If summary reports are created, the user must have the ability to “drill down” to the lower level detail supporting that summary information.
- Ensure all reports are available for viewing online and/or in hardcopy format, as designated by the user.
- Provide the ability to produce reports containing CASS data for those federal or state reports where manual entry of data or narrative is required. Additional narrative or data must be able to be added to an online version of the report.
- Provide selected users with the ability to enter results of random moment time studies on a periodic basis. Authorized staff at the county and/or state level must have the ability to enter and/or adjust the findings as needed. CASS must support the creation of all reports related to the time study and maintain this data historically. The system must have the ability to track the completion of these studies and alert appropriate users when data entry is nearing its past due timeframe or is past due. Using data entered at the local agency level regarding administrative costs, benefit data maintained by the system, the results of the random time study, and other data in CASS, the system must support the generation of a cost allocation report as needed.

1.2.5 CASS PROJECT ORGANIZATION

DFD will have primary responsibility for managing the CASS contract resulting from this RFP and the Quality Assurance contract. DFD will ensure the appropriate staff and State agencies are involved in the applicable phases of the project, including the Division of Medical Assistance and Health Services (DMAHS), Department of Human Services Central Office, Office of Information Services (DHS-CO OIS), and the New Jersey Office of Information Technology (OIT). This approach will ensure adequate input into the programmatic and technical requirements of the system as well as ensuring the proper mix of managerial, programmatic, and technical skills are focused on the CASS project.

Located within DFD, the Office of Information Systems (OIS) supports services to all DFD and County Welfare Agency (CWA) users. Resources from DFD OIS will function as members of the DFD Support Team and provide support to the CASS contractor.

DFD provides leadership and supervision to the public and private agencies that deliver financial aid and support services to individuals and families. DFD has an operating budget of \$1.3 billion for FY 2005, with 485 employees.

DMAHS administers state- and federally-funded health insurance programs for certain groups of low- and moderate-income people. Through these programs, DMAHS serves more than 750,000 people with an operating budget in fiscal year 2003 of \$4.6 billion. DMAHS' staff of 647 people works both in Trenton and in Medical Assistance Customer Centers (MACCs) throughout the State. All of the Medicaid programs currently supervised by the State will be included in the CASS design.

1.2.5.1 EXECUTIVE SPONSOR

A strong project organization is essential for the success of the CASS project. The importance of the project is exemplified by the presence of a Quality Review Board (QRB) chaired by an

Executive Sponsor. The Executive Sponsor provides high-level guidance and support for the CASS project. The Executive Sponsor for this effort will be the Director of DFD.

1.2.5.2 QUALITY REVIEW BOARD (QRB)

The CASS QRB will provide final quality review and approval of all project deliverables. The QRB is comprised of the following senior management:

- Director, DFD (Chairperson);
- DFD State Program Director;
- Executive Manager, OIT;
- DFD Assistant Director, County Operations;
- Executive Manager, Office of Management and Budget;
- DFD Administrator, Office of Budget and Financial Management; DFD Assistant Director, OCSS,
- DFD Assistant Director, Office of Information Systems;
- DFD State Contract Manager, DFD – Office of Information Systems, (State Contract Manager); Director, DMAHS;
- DHS Director, Office of Information Systems; and
- Representative, County Welfare Agency Directors' Association.

QRB responsibilities include approval of documents to be sent to Federal agencies for review and approval; final approval of all contractor deliverables; and allocation of resources to support the project. The QRB is responsible for implementation-level resolution of project issues that will maximize project resources, coordination between project contractors, and timely delivery and installation of CASS.

The QRB will meet on a regular basis to review technical and programmatic problems and accomplishments.

1.2.5.3 STATE PROJECT MANAGEMENT TEAM

To ensure project management with an emphasis on both programmatic and technical needs, CASS will be managed by a State Contract Manager in tandem with a State Program Director. Those persons will provide day-to-day oversight and initial quality review and approval of all project deliverables.

The State Contract Manager will ensure all aspects of the CASS contract are being executed within the parameters of the contract, monitor the progress of the contractor: attend weekly status meetings; ensure appropriate representatives from all State and county organizations participate in key decisions; facilitate timely resolution of issues raised by project participants, and, coordinate the reporting, review, and quality control processes of the project.

1.2.5.4 STATE PROJECT TEAM

Assisting the State Contract Manager will be a team of dedicated project staff representing both the business and technical aspects of the proposed project. As needed, key staff from DMAHS, DHS-CO OIS, OIT, and the local administering offices will participate in all tasks relevant to their areas of responsibility and skills. Their participation throughout the project is critical to

New Jersey's acceptance of the system. The primary responsibilities of the State Project Managers and the rest of the State project team can be summarized as the following:

- Brief the QRB on project status;
- Provide recommendations to the QRB on the acceptability of project deliverables;
- Advanced Planning Document Update (APDU) preparation, updates, and Federal liaison;
- Day-to-day management of the CASS contract and Quality Assurance contract;
- Facilitate issue resolution process;
- Review of deliverables;
- Oversight of telecommunications design and installation;
- Oversight of central processing site upgrades and equipment installation;
- Oversight of system design, development and installation activities;
- Oversight of application and conversion support activities;
- Oversight of local site preparation and equipment installation;
- Correspondence and communication control among the project team members and all counties; and
- Coordination of knowledge transfer from the CASS contractor to key State staff before and after the system becomes operational.

1.3 OVERVIEW OF THE PROCUREMENT PROCESS

The procurement process for this RFP is divided into three phases: Qualifications, Proposal Review, and Final Bid Proposal. In addition, the State will discuss Draft Bid Proposals with bidders during the Proposal Review Phase. It is important that interested bidders read and thoroughly understand the procurement process for this RFP.

1.3.1 QUALIFICATIONS PHASE

The purpose of the Qualifications Phase is to provide the State with data from interested bidders that can be objectively evaluated to determine which interested bidders are qualified for award of the contract. This process will result in the State inviting those bidders determined to be qualified to continue into the next phase of the solicitation.

a. Develop and Issue Request for Proposal (RFP)

The release of the RFP initiates the Qualifications Phase.

b. Conduct Mandatory Pre-Bid Conference

The Mandatory Pre-Bid Conference (Section 1.4.1) provides a structured and formal opportunity for the State to accept questions regarding this RFP. Questions regarding the procurement process as well as the technical content of this RFP will be accepted. Attendance by interested bidders at the Mandatory Pre-Bid Conference is required.

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

c. Receive Bidder Qualifications

Each interested bidder must respond to this RFP by submitting its business and technical qualifications, adhering to the Proposal Content (Section 4.4).

d. Score Bidder Qualifications

The data submitted by each interested bidder will be objectively evaluated against the evaluation criteria.

e. Announce Qualified Bidders

After the evaluation of responses has been completed, the State will announce which bidders are considered to be qualified to participate in the Proposal Review Phase.

f. Qualification Protest Period

Unless otherwise stated, a bidder's protest of the qualifications evaluation process or results must be submitted to the Director within 10 working days after the State announcement described in Section 1.3.1f. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to the announcement. 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.

1.3.2 PROPOSAL REVIEW PHASE

The Proposal Review Phase incorporates a conversational mode of proposal review and evaluation. It has been designed to enable the State, working together in confidence with each qualified bidder, to assess and discuss the viability and effectiveness of its proposed methods of complying with the Scope of Work. This phase applies only to qualified bidders. This phase will conclude with the submission of Final Bid Proposals.

a. Receive Draft Bid Proposals from Qualified Bidders

Each qualified bidder will respond with its Draft Bid Proposal. The Draft Bid Proposal must adhere to the proposal content and format (Section 4.4), and must be complete in every respect as required by the RFP excluding the Cost Proposal. The Cost Proposal shall be submitted with the Final Bid Proposal.

b. Conduct Confidential Technical Discussions

As part of the State's review of Draft Bid Proposals, the State reserves the right to hold Confidential Technical Discussions with bidders. In conducting discussions, there will be no disclosure of any proprietary information derived either from proposals submitted by competing bidders or the discussions themselves. The State will disclose to all bidders any questions or discussions that may give one bidder an unfair competitive advantage.

Discussions taking place during this phase may include contacting references, receiving demonstrations, conducting interviews, participating in meetings, performing site visits, and other activities necessary for the State to gather sufficient information to fully understand the bidder's proposal, and to enable qualified bidders sufficient opportunity to fully understand

the State's needs and requirements. Qualified bidders will be accorded fair treatment with respect to any opportunity for discussion and revision of Draft Bid Proposals.

The State will commence a discussion with each qualified bidder to gain a complete understanding of the respective Draft Bid Proposal. The State will document any outstanding or unresolved issues for possible resolution through release, to all qualified bidders, of addenda to the RFP.

The State reserves the right to limit the Proposal Review Phase, including the timeframe of the Confidential Technical Discussions as well as the number of times the State will meet with each qualified bidder. The purpose of this process is for improved understanding and clarity between the State and each qualified bidder regarding its Draft Bid Proposal.

The receipt and review of a qualified bidder's Draft Bid Proposal and the State's engagement in Confidential Technical Discussions does not signify that the Draft Bid Proposal is completely responsive or that the State is obligated to so advise the bidder of such. It is the sole responsibility of the qualified bidder to ensure responsiveness to all RFP technical, documentation, procedural and financial requirements.

It is the State's intention at this time that subcontractors will not take part in the Confidential Technical Discussions.

c. Issue Addenda to RFP

The State may modify the RFP prior to inviting the submission of Final Bid Proposals, through issuance of addenda. The State will disclose to all qualified bidders any information derived from any discussions that is determined appropriate to serve as an addendum to this RFP.

d. Request Final Bid Proposals

Following completion of Confidential Technical Discussions, the State will invite the submission of Final Bid Proposals. If necessary, an addendum will set forth any changes to the date, time, and place for the submission of Final Bid Proposals.

1.3.3 FINAL BID PROPOSAL PHASE

The purpose of the Final Bid Proposal Phase is to allow the State to fairly evaluate the proposals and recommend award of a contract to the Qualified Bidder whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

a. Receive Final Bid Proposals

Each qualified bidder may respond with a Final Bid Proposal. Final Bid Proposals must adhere to the format described in Bid Proposal Content (Section 4.4), and must be timely and complete in every respect as required by the RFP.

b. Evaluate Final Bid Proposals

The State will evaluate Final Bid Proposals in accordance with specified criteria (Section 6.3). The State will evaluate the proposed solution as reflected in the Final Bid Proposals and supported by customer references.

The State reserves the right to reject all Final Bid Proposals and to designate all such Final Bid Proposals as Draft Bid Proposals. The State may then conduct an additional round of Confidential Technical Discussions with bidders leading to submission and review of new Final Bid Proposals and the award process described above. If the State requests the submission of new Final Bid Proposals, the bidders must document all additions to and deletions from the previous Final Bid Proposal.

c. Final Bid Proposal Evaluation Committee

Proposals will be evaluated by an Evaluation Committee composed of representative(s) from the affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. The Evaluation Committee may choose to make use of the expertise of outside consultants in an advisory role.

d. Oral Presentation and/or Clarification of Final Bid Proposal

A qualified bidder may be required to give an oral presentation to the Evaluation Committee. The Evaluation Committee may also require a qualified bidder to submit written responses to questions regarding its Final Bid Proposal.

The purpose of such communication with a qualified bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its Final Bid Proposal. Original Final Bid Proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other Final Bid Proposals are permitted. Qualified bidders shall not initiate any contact with the State to clarify or explain their Final Bid Proposals unless requested to do so by the State. Qualified Bidders may not attend presentations made by their competitors.

The Evaluation Committee has the discretion to determine whether to require a qualified bidder to give an oral presentation or require a qualified bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal.

1.3.4 COST PROPOSAL

Following the opening of Cost Proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate the terms of a proposed contract award with any bidder that submitted a Final Bid Proposal. Such negotiations shall remain confidential until Notice of Intent to Award a Contract. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from the bidders who submit a Final Bid Proposal. The award of a contract will be made at the conclusion of the cost proposal ranking process.

1.3.5 CONTRACT AWARD

The contract shall be awarded by written notice to that responsible qualified bidder, whose proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all proposals 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 to do so.

1.4 KEY EVENTS

The table below outlines the tentative schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this RFP.

Phase/Step	Action	Activity Start Date	Estimated Work Days
<i>Phase I</i>	<i>Qualifications Phase</i>		
Step 1	Issue Request for Proposal	Start Date ("SD")	1
Step 2	Conduct Pre-Bid Conference	SD + 3 weeks	1
Step 3	Receive Qualifications Proposals	SD + 4 weeks	1
Step 4	Score Qualifications Proposals	SD + 5 weeks	5 - 10
Step 5	Announce Qualified Bidders	SD + 5 weeks	1
<i>Phase II</i>	<i>Proposal Review Phase</i>		
Step 1	Receive Draft Bid Proposals	SD + 8 weeks	1
Step 2	Review Draft Bid Proposals	SD + 8 weeks	5
Step 3	Hold Confidential Technical Discussions	SD + 9 weeks	10 - 15
Step 4	Request Final (Technical and Cost) Proposals	SD + 12 weeks	1
<i>Phase III</i>	<i>Final Bid Proposal Phase</i>		
Step 1	Receive Final Bid Proposals	SD + 13 weeks	1
Step 2	Evaluate Final Technical Proposals	SD + 13 weeks	10
Step 3	Oral Presentations	SD + 13 weeks	10
Step 4	Open Cost Proposals (Formal Bid Opening)	SD + 15 weeks	1
Step 5	Announce Intent to Award	SD + 16 weeks	1
Step 6	Finalize Contract Terms	SD + 16 weeks	10
Step 7	Secure Federal Approval	SD + 16 weeks	40
Step 8	Sign and Award Contract	SD + 24 weeks	1

1.4.1 MANDATORY PRE-BID CONFERENCE

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

**The Conference Center at Mercer County Community College
1200 Old Trenton Road
West Windsor, NJ 08550**

Directions can be obtained on the web at http://www.mccc.edu/cc/contact_direction.shtml.

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.

1.4.2 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.4.3 SUBMISSION OF BID PROPOSAL

In order to be considered for award, all proposals (Qualification Proposal, and Draft and Final Bid Proposals) 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 LOCATION INDICATED BELOW WILL BE REJECTED. THE EXTERIOR OF ALL PROPOSAL RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, PROPOSAL STAGE (QUALIFICATION, DRAFT OR FINAL), AND THE BUYERS NAME. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.shtml>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

1.4.4 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

All financial, statistical, personnel and/or technical data supplied by the State to the bidder are confidential. The bidder may be required to sign Confidentiality and/or Non-Disclosure Agreements.

1.5 ADDITIONAL INFORMATION

1.5.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

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

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

1.5.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.5.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.5.4 CONTENTS OF BID PROPOSAL

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

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

All Qualifications Proposal, Final Bid Proposal, and Cost Proposal responses, as public records, are publicly opened, and are available for public inspection. Note that in this solicitation the public opening of Qualifications Proposals will take place on the date such responses are due and shall consist of announcing the names of the bidders and then making the Qualifications Proposal available for public inspection. The public opening of the Final Bid Proposal (including both the Technical Proposal and the Cost Proposal) will take place on the date the Cost Proposals are made public. On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director. Interested parties can make an appointment with the Purchase Bureau buyer to inspect proposals received in accordance with this schedule.

Draft Bid Proposals, minutes of Confidential Technical Discussions, and any record of any negotiation after Cost Proposal opening will not be available for public inspection until the Division issues a Notice of Intent to Award a contract.

1.5.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.5.6 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, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

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 bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

Division – The Division of Purchase and Property

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

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

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

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 – State of New Jersey.

State Contract Manager – The individual responsible for ensuring that the contractor provides all deliverables and performs all tasks, sub-tasks or other work elements in the Scope of Work.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

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

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT-SPECIFIC DEFINITIONS

Firm – The firm is the prime entity, at the corporate level, submitting a Qualification Proposal, Draft Bid Proposal, or Final Bid Proposal in response to this RFP.

JAD Session – Joint Application Design session conducted by the contractor with State and county staff to refine the functional requirements. A 'session' continues until the functional requirements of a feature are completed and is not limited by time or number of meetings.

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

CASS Project Team – The members of the State project team, the CASS contractor, and Quality Assurance contractor, who are responsible for the successful design, development, testing, implementation, and maintenance of the Consolidated Assistance Support System (CASS).

Confidential Technical Discussions – Meetings to be conducted by the State on an individual basis with Qualified Bidders to discuss the viability and effectiveness of the proposed methods of complying with the Scope of Work as described in the Draft Bid Proposal.

Earned Value and Earned Value Management System (EVMS) – Earned value is a management technique that relates resource planning to schedules and to technical cost and schedule requirements. All work is planned, budgeted, and scheduled in time-phased "planned value" increments constituting a cost and schedule measurement baseline. There are two

major objectives of an earned value management system: to encourage contractors to use effective internal cost and schedule management control systems; and to permit the customer to be able to rely on timely data produced by those systems for determining product-oriented contract status.

Proposal:

- **Qualifications Proposal** – The response of a bidder to the Qualifications Phase, detailing its qualifications to perform the Scope of Work. Qualifications Proposals will be evaluated and scored.
- **Draft Bid Proposal** – The response of a Qualified Bidder to perform the Scope of Work, complete in all respects, but excluding Cost Proposals. Draft Bid Proposals will be the basis for conducting Confidential Technical Discussions, and the Draft Bid Proposal contents will remain confidential until the State issues a Notice of Intent to Award a Contract.
- **Technical Proposal** – The final version of the Draft Bid Proposal. This is the Final Bid Proposal excluding the Cost Proposal.
- **Final Bid Proposal** – The response of a Qualified Bidder to perform the Scope of Work, complete in all respects including both Technical and Cost Proposals. Both Technical and Cost Proposals will be submitted at the same time, but in separate sealed packages, and both will be evaluated and scored. The Technical Proposal will be evaluated prior to the opening of the Cost Proposal.

Qualified Bidder – An individual or business entity, who has attended the Mandatory Pre-Bid Conference, submitted a Qualifications Proposal and has been found eligible to participate in the Proposal Review Phase in accordance with this RFP.

Quality Assurance Contractor – The contractor awarded the contract to provide quality assurance services to the State during the analysis, design, development, testing, and implementation of the Consolidated Assistance Support System (CASS).

Quality Evaluators Committee (QEC) – The State staff that provide mid-level quality review and approval of all project deliverables. Members of the QEC are representatives of QRB members. The QEC members provide approval recommendations to their respective QRB member.

Quality Review Board (QRB) – The senior State staff that provide final quality review and approval of all project deliverables.

State Program Director – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks, or other work elements in the Scope of Work to ensure that they meet the programmatic needs of the State.

State Project Management Team – The state individuals, or their representatives, responsible for the State management of the CASS Project. This includes the State Contract Manager and the State Program Director.

State Project Team – The state staff members that are directly responsible for the successful analysis, design, development, testing, implementation, and maintenance of the Consolidated Assistance Support System (CASS).

3.0 SCOPE OF WORK

The CASS implementation project has been grouped into ongoing project management and eight (8) sequential phases:

- 3.1 Ongoing Project Management
- 3.2 Phase 1 – Mobilization Period
- 3.3 Phase 2 – Project Start Up
- 3.4 Phase 3 – Requirements Definition
- 3.5 Phase 4 – Design Definition
- 3.6 Phase 5 – Construction and Implementation Planning
- 3.7 Phase 6 – Testing and Conversion
- 3.8 Phase 7 – Training and Implementation
- 3.9 Phase 8 – CASS Operations and Maintenance

The application of a disciplined system development life cycle (SDLC) methodology throughout the CASS project is key to the successful implementation of the system. An experienced project management team, guided by the Project Management Institute’s (PMI) standards and practices, facilitates the use of an SDLC. Development of a project work plan and schedule following the SDLC phases will ensure that the system addresses the requirements, and that it does so in a manner that reduces risk. The contractor must ensure that the project schedule is not jeopardized by schedule delays.

The State requires that the contractor employ an SDLC methodology that is conceptually equivalent to the eight phases. The SDLC employed by the contractor should be guided by the processes defined in Institute of Electrical and Electronics Engineers (IEEE) Standard 1074, IEEE Standard for Developing Software Life Cycle Processes, and IEEE/EIA Standard 12207.0, Industry Implementation of International Standard ISO/IEC 12207 Standard for Information Technology – Software Life Cycle Processes.

The contractor must have the ability to provide all hardware and software specified in its bid proposal. The State reserves the right to purchase some or all of the hardware and software specified in the bid proposal directly from the contractor or via other State contracts.

Except for the requirement that CASS be fully deployed within three (3) years of project start, there are no specific deadlines established for the completion of any specific task during the analysis, design, development, testing, and implementation of CASS. However, the contractor must produce the following deliverables. All deliverables will be subject to approval by the State. The contractor must submit twelve (12) hard copies and one (1) electronic copy of each deliverable. The copies must be viewable by State personnel using software currently residing on the State’s personal computers (for example, Microsoft Word, Excel, Access, Project, Visio, and/or Adobe Acrobat Reader).

Deliverable Schedule	
Deliverable	Due Date
Ongoing Project Management	
Status Meeting	Weekly
Status Report	Weekly
Phase 1 – Mobilization Period	
Mobilization Period Activities	Within Phase 1
Project Start (Milestone)	1 Month after Contract Award

Deliverable Schedule	
Deliverable	Due Date
Phase 2 – Project Start Up	
Project Management Plan (PMP)	Within Phase 2
Quality Assurance Plan	Within Phase 2
Configuration Management Plan	Within Phase 2
Communication Plan	Within Phase 2
Problem Management Plan	Within Phase 2
Risk Management Plan	Within Phase 2
Change Management Plan	Within Phase 2
Workforce Transition Plan	Within Phase 2
Change Control Plan	Within Phase 2
Knowledge Transfer Plan	Within Phase 2
Kick-Off Meeting Documentation (Milestone)	Within Phase 2; After PMP
Phase 3 – Requirements Definition	
Requirements Specification Document	Within Phase 3
Phase 4 – Design Definition	
Gap Analysis Document	Within Phase 4
High-Level Design Document	Within Phase 4
System Architecture Design Document	Within Phase 4
Security Assessment Report - Design	Within Phase 4
Capacity Analysis Plan	Within Phase 4
Detailed Design Document	Within Phase 4; After High Level Design
Data Conversion Plan	Within Phase 4
Test Plan	Within Phase 4
Phase 5 – Construction and Implementation Planning	
Hardware and Software Acquisition Plan	Within Phase 5
Implementation Plan	Within Phase 5
User and Technical Documentation	Within Phase 5; After Implementation Plan
Training Documentation	Within Phase 5; After Implementation Plan
System Documentation	Within Phase 5
Operations Guide	Within Phase 5
Security Assessment Report – Construction	Within Phase 5
Unit Tested Code	Within Phase 5
Phase 6 – Testing and Conversion	
System Test Results Document	Within Phase 6
User Acceptance Test (UAT) Results Document	Within Phase 6; After System Test
Security Assessment Report – UAT	Within Phase 6; After System Test
Capacity and Performance Test Results Document	Within Phase 6
Pilot Test Results Document	Within Phase 6; After UAT; Duration 3 Months
Security Assessment Report – Pilot	Within Phase 6; During Pilot Test
Data Conversion Results Document	Within Phase 6
Updated Documentation	Within Phase 6
Phase 7 – Training and Implementation	
Master Copy of Training Material	Within Phase 7
Pre-Implementation Computer-Based Training	Within Phase 7
Training Database	Within Phase 7
Security Assessment Report – Implementation	Within Phase 7
Phased Training and Implementation	Within Phase 7; Within 3 Years of Project Start
Phase 8 – CASS Operations and Maintenance	
Operations Reports (Weekly and Monthly)	Within Phase 8; Duration 24 Months
Help Desk Reports (Weekly and Monthly)	Within Phase 8; Duration 24 Months
Maintenance Reports (Weekly and Monthly)	Within Phase 8; Duration 24 Months

Deliverable Schedule	
Deliverable	Due Date
Security Assessment Report – Operations	Within Phase 8; Yearly
Turnover Plan	Within Phase 8, First Month of Maintenance

3.1 ONGOING PROJECT MANAGEMENT

The contractor must possess the requisite skills to successfully complete the project within the timeframe proposed. The contractor must continuously demonstrate excellence in project management and provide effective project management throughout the project. The contractor's project management responsibilities are expected to generate optimal control of assigned resources and results manifested by completing all project deliverables on time, within budget, and to a level of quality that is acceptable to the State. The contractor must use industry-standard project management approaches, such as the project management life cycle endorsed by PMI, to ensure that the project is managed to achieve the project success. For more information, refer to RFP Section 4.4.2.5b, Contract and Project Management Plan.

As part of *Ongoing Project Management* the contractor must:

- Conduct Status Meeting – Weekly; and
- Write Status Report – Weekly.

3.1.1 STATUS MEETING

The contractor's project manager shall conduct a project status meeting with the State project management team each week. The proposed dates, times, and locations for the status meetings will be subject to approval by the State project management team. These weekly meetings must follow an agenda developed by the contractor, but must also allow the State, the contractor, and the QA contractor to discuss other issues that may concern the project.

3.1.2 STATUS REPORT

To report CASS status, the contractor must implement an earned value management system (EVMS) for this project. The contractor shall plan all work, and budget and schedule the work to be performed in time-phased 'planned value' increments, and create a cost and schedule measurement baseline. The contractor must ensure that cost, schedule and technical aspects are integrated and provide a tool that provides visibility into technical, cost, and schedule progress on this project. This must be accomplished by establishing a target value for each scheduled element of work identified in the PMP. The contractor must track the progress of the element of work to completion and measure the value 'earned'. The tracking and status reporting will be based on the target value, the funds spent to completion, and the work schedule to complete the work element.

The contractor's project manager must report project status to the State each week. This status report must be supported by hardcopy and electronic versions of detailed PMP reports to substantiate project progress. In addition, the narrative portion of the report must include, at a minimum, the following:

- Overall status of the project in terms of the approved PMP;

- Deliverable status with percentage of completion and time ahead or behind schedule for particular tasks and activities;
- EVMS analysis;
- Contractor employees assigned to specific tasks, subtasks, and activities;
- Problems encountered and proposed/actual resolution; and
- Proposed changes to the PMP.

The deliverables for this task are the weekly status reports. The proposed format and level of detail for the status reports will be subject to approval by the State team.

3.2 PHASE 1 – MOBILIZATION PERIOD

During *Phase 1 – Mobilization Period* the contractor must complete all mobilization period activities.

3.2.1 MOBILIZATION PERIOD ACTIVITIES

Rapid mobilization is critical to maintaining the project schedule; therefore, all mobilization period activities must be completed within one (1) month of contract award.

The contractor must provide project office space for its staff in New Jersey within a 10-mile radius of the DFD offices located at Quakerbridge Plaza, Mercerville, NJ. The State Contract Manager must approve the site and location of the office space. It is expected that all contractor staff work on site. Cause for any programming work done off site must be specifically approved by the State on a case by case basis. The office must be large enough to house the contractor's staff, approximately 28 additional State project staff, and approximately 3 Quality Assurance contractor staff. In addition, the space must also include a minimum of three (3) meeting/conference rooms that can be used for project-related meetings or work sessions.

The contractor shall provide office furnishings, telephone, fax, voice mail, e-mail, LAN, and photocopying services. The State will provide WAN connectivity to the State networks. If the contractor requires additional space, then the contractor must obtain and furnish office space within a quarter mile radius of the selected site.

The contractor must provide workstations for its staff as well as the software resident on these workstations that is required to support the development and implementation of the CASS application. The State will supply the development server and the LAN/WAN connectivity. The contractor must supply all software required to support the contractor's development methodology. The contractor-supplied computers must use automated updating features to update Microsoft 2000 and XP operating systems as well as include desktop software defined as the latest version of Microsoft software including Word, Excel, Project, Access, PowerPoint and Visio. The contractor must ensure compliance with the DHS Computer Virus Prevention Policy ISC#03-02, which is available on the webpage for this RFP (<http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>), and adhere to all State and DHS IT policies.

With regard to desktop software, the contractor is only responsible for the workstations its resources are utilizing. Any software and the licenses to the same supplied by the contractor that is integral to the continued support and enhancement of the system must be transferred to the State when the contract resulting from this RFP expires.

The deliverables for this task will be completion of all mobilization activities.

For more information on the Mobilization Period, refer to RFP Section 4.4.2.5d, Mobilization and Implementation Plan.

3.2.2 PROJECT START

The project start date is the end of the mobilization period and the date from which the project formally starts and from which all project schedule activities are tracked and measured. All mobilization activities must be completed and the project start must occur within one (1) month of contract award.

3.3 PHASE 2 – PROJECT START-UP

During the month following completion of the mobilization period, the State and the contractor will work closely together to confirm the roles and responsibilities of each party. The contractor staff assembled on-site in New Jersey shall become fully acclimated to the project. The staff assigned to the project shall review all documentation concerning the CASS project and the associated CASS preparation projects that preceded it. All planning documents require written approval by the State and are subject to periodic updates as specified by the State.

During *Phase 2 – Project Start-Up*, the contractor must:

- Write a Project Management Plan (PMP);
- Write a Quality Assurance Plan;
- Write a Configuration Management Plan;
- Write a Communication Plan;
- Maintain a Problem Management System;
- Write a Risk Management Plan;
- Write a Change Management Plan;
- Write a Workforce Transition Plan;
- Write a Change Control Plan;
- Write a Knowledge Transfer Plan; and
- Conduct a Kick-Off Meeting.

3.3.1 PROJECT MANAGEMENT PLAN (PMP)

The initial Project Management Plan, including a Project Schedule, shall serve as the basis of the schedule to be used throughout the project. The plan must be a fully constrained and integrated work plan and schedule for the contractor, the State, and the QA tasks. For more information on the initial project schedule, refer to RFP Section 4.4.2.5c, Project Schedule.

The PMP must address each of the following:

- A high-level (conceptual) overview of the contractor's approach to all phases of the CASS project.
- Staffing and team organization. The contractor shall provide a project team to be headed by an overall Project Manager whose responsibility it is to implement tasks in this RFP and any additional (new or changed) tasks in the PMP. The contractor's Project Manager shall have

successfully managed the design, development, implementation, and operation of a system of comparable size and similar complexity as defined within this RFP within the last 5 years.

The contractor's Project Manager, named in the Qualification Proposal, must have his/her appointment confirmed no later than two (2) weeks after the effective date of the contract and shall continue until completion of the contract. His/her appointment and continuing service is subject to State approval.

The State requires the contractor's Project Manager to be committed and available to this project on a full-time basis, and to be present on-site at the project office, on a weekly average, at least sixty percent (60%) of the project's time, and that time must occur during State business hours (Monday through Friday, 8 AM to 5 PM Eastern time).

The contractor shall divert or replace key personnel only with the prior written approval of the State Contract Manager.

- The following shall be clearly delineated in the initial PMP:
 - A description of the project team to be assigned to the State including position title, overall responsibilities, percent of time on the project, amount of time during each phase of the contract each will spend in the State, name and resumes of all key staff (as defined in RFP Section 4.4.1.4) and identification of positions to be hired upon contract award. If the composition of the team will change during different phases of the project, this must be identified.
 - A description of all subcontractors that will be employed to perform any of the work required by the contract resulting from this RFP as well as copies of any subcontractor agreements;
- The degree of coordination expected between the contractor's Project Manager and the State;
- The decision-making authority of the contractor's Project Manager within the organization in relation to this CASS project;
- The contractor's management structure to ensure adequate oversight and provide executive direction for its Project Manager. The PMP must identify the corporate officer(s) to be contacted should major problems arise during the performance of the contract. It shall be the responsibility of the corporate contact person(s) to return a telephone call received from the State Contract Manager within twenty-four (24) hours of receipt;
- The lines of authority and communication that will exist within the contractor's project team.
- Inclusion of an initial Project Schedule reflecting all tasks and subtasks, critical path, duration, estimated start and finish dates, proposed resources, and predecessors for each task or subtask.
- Identification of tasks that require State staff responsibilities, including types of resources and/or skills that will be needed to support the contractor.
- The PMP and Project Schedule must avoid scheduling conflicts for State subject matter expert (SME) staff in that an individual must not be scheduled for more than one (1) JAD session per day and no more than two (2) JAD sessions per week.
- Discussion of the EVMS to be used to identify significant differences in planned and actual schedules.

The contractor must create the PMP including an updated Project Schedule within twenty (20) workdays after the Project Start-Up phase begins. The PMP must detail the CASS project team's understanding of the project management tasks, procedures, and approval processes

that will be used throughout the project. The PMP should reflect additional insight gained into State and QA tasks and project status on an ongoing basis. The PMP must also include a schedule that will be updated on an agreed upon timeline. That updated PMP, and future updates, must meet the following requirements:

- The PMP, and all future updates, must allow at least ten (10) workdays for State review and comment on deliverables. The State reserves the right to extend the 10 State business day requirement for review and comment on any deliverable. Any extension, however, will be incremental for each deliverable. The total number of days for all extensions shall not exceed 20 State business days over the course of the project.
- The PMP must be updated in conjunction with the weekly status reporting requirements throughout the project. The PMP must be updated prior to, and delivered at, each weekly status meeting. The ten (10) day deliverable review period will not apply to weekly updates as a result of changes identified during the weekly status reporting processes.
- The PMP must be updated on a regular basis with respect to staffing changes or anticipated changes based on work progress.
- The PMP and all future updates must provide for deliverables or work products on regular intervals. Deliverables or work products may include, but are not limited to, reports, documents, walkthroughs, prototypes, test results, presentations, and demonstrations.

The PMP must provide data supporting the required EVMS, including the identification of each significant difference, by task and release, between both planned and actual schedule performance, and both planned and actual cost performance. This must include a detailed description of the variances and the corrective actions that will be taken.

The contractor shall use Microsoft Project for generation of the CASS Project Schedule and other management reports. Types of management reports to be produced include, but are not limited to, task-level tracking, critical path analysis, and resource allocation and leveling.

The deliverable for this task will be the Project Management Plan. Associated tasks will be executed according to this plan.

3.3.2 QUALITY ASSURANCE PLAN

The contractor must develop a Quality Assurance (QA) Plan for the CASS project. The QA Plan must include the contractor's quality standards for the design, development, implementation, operations, and maintenance deliverables. The QA Plan must also identify the contractor's methods for assessing deliverables against these standards.

The QA Plan must receive written approval by the State and must be updated as specified by the State.

The deliverable for this task is the Quality Assurance Plan. Associated activities will be executed according to the plan.

3.3.3 CONFIGURATION MANAGEMENT PLAN

The contractor is responsible for developing a Configuration Management Plan and implementing a Configuration Management (CM) process. This process must be established before software construction starts and continue throughout the software development processes. The contractor's configuration management process must identify, document and

administer each item that comprises the CASS software development activity and track the different versions of the software and ensure each version contains the exact software outputs generated and approved for that version. This process must also address intermediate work products and deliverables. This process must be defined in the CM Plan. The plan must be developed using IEEE Standard 828, IEEE Standard for Software Configuration Management Plans, or an agreed upon, established, industry standard, best practice equivalent as a guideline.

During the CASS system development lifecycle it is possible, if not probable, that existing requirements will change and/or new requirements will be identified as new laws and regulations are passed, new policies implemented, and the CASS project team develops a better understanding of State needs. The contractor's CM Plan must manage additions and/or changes to requirements throughout the CASS system development lifecycle.

The deliverable for this task is a Configuration Management Plan. Associated activities will be executed according to the plan.

3.3.4 COMMUNICATION PLAN

Communication is critical to the success of all information system development and implementation projects. A comprehensive, well-executed communication plan helps ensure that key stakeholders have the information they need to commit to, prepare for, and perform their project functions.

The contractor must develop a Communication Plan for the CASS project. The Plan must include an overview of the CASS project, the purpose and scope of the plan, and a description of essential components of the project structure and processes for developing and delivering effective stakeholder communication. At a minimum, the Communication Plan must include:

- identification of project stakeholders, the determination of their communication needs, and how to fulfill these needs;
- definition of the procedures for developing and updating project information to satisfy communication needs;
- definition of the procedures for managing and distributing project information to satisfy communication needs; and
- definition of the procedures to update the Communication Plan during each phase of the project life cycle.

The Communication Plan must receive written approval by the State and shall be subject to periodic updates by the contractor as specified by the State.

The deliverable for this task is the Communication Plan. Associated activities will be executed according to the plan.

3.3.5 PROBLEM MANAGEMENT PLAN

The contractor shall identify and maintain a process for problem reporting and resolution. This process must include an online access method, or hard copy documentation, for use by both contractor and State staff to track reported problems. The process must include and the plan must reflect problem identification, personnel responsible for the resolution, projected time for resolution, status, escalation procedures, and the recording of final outcome. If the contractor

provides hard copy documentation for problem reporting and resolution, then six (6) copies of said documentation shall be provided to the State Contract Manager on a weekly basis. The contractor may prepare a help desk tool for consideration, however, the contractor shall use the help desk tool established as the standard by DHS. (See Appendix 4.)

The deliverable for this task will be a Problem Management Plan. Associated tasks will be executed according to this plan.

3.3.6 RISK MANAGEMENT PLAN

During Phase 2 – Project Start-Up, the contractor must develop a Risk Management Plan for State review and approval. The Risk Management Plan shall describe how the contractor will identify, monitor, and control project risk factors. The Risk Management Plan must build upon the contractor's initial identification of potential problems for the CASS Project. The contractor shall report to the State's Contract Managers within its regular project status report its assessment of risk factors along with options and plans to minimize each risk factor.

The deliverable for this task will be a Risk Management Plan. Associated tasks will be executed according to this plan.

3.3.7 CHANGE MANAGEMENT PLAN

The support and “buy-in” of both upper management and system users are critical for project success. The implementation of a major new system in a large organization necessitates extensive change in the responsibilities of the staff and the culture of the organization.

As part of the Change Management Plan, the contractor must describe an approach for change management before, during, and after the implementation, and rollout of the new CASS. The plan must include the contractor's philosophy of change management, steps to minimize resistance and increase acceptance of CASS and specific deliverables, and outputs related to change management.

Effective change management is viewed as essential for this project's success. Change management must include (but is not limited to):

- DFD/DMAHS senior leadership;
- DFD/DMAHS management staff;
- Local administering agency directors and management staff;
- Local administering agency technical staff;
- Supervisors;
- Case workers; and
- Clerical/support staff.

The deliverable for this task will be a Change Management Plan. Associated tasks will be executed per the plan.

3.3.7.1 WORKFORCE TRANSITION PLAN

The contractor shall develop a Workforce Transition Plan to prepare users for the new CASS system. The plan must demonstrate the contractor's proposed plan for this training and provide

sample handouts that have either been used in similar training provided by the contractor on other engagements, if available, or proposed handouts for the CASS training.

During CASS Pilot Testing, the contractor shall conduct overview training classes for all CASS users. The purpose of this training is to inform staff of the forthcoming changes, generate enthusiasm, allay fears, and uncover problems that may occur during rollout, especially those related to user acceptance of the system. These sessions shall include demonstrations and handouts.

Overview classes shall be offered statewide at offices to best accommodate the schedules of specific users in State, county, municipal, or child care agencies. The State Contract Manager will work with the contractor to identify appropriate office locations that can be used for the overviews. The contractor is must provide the computer and projection system needed to demonstrate the system. Topics must include, at a minimum, the objectives and purpose of an overview and demo of CASS functionality, new procedures/practices, a discussion of the degree of complexity surrounding the implementation of the CASS system, and further training and support offerings.

The deliverable for this task will be the Workforce Transition Plan. Associated tasks will be executed according to the plan.

3.3.8 CHANGE CONTROL PLAN

During the design, development, and implementation of CASS, the contractor shall ensure that CASS accommodates any new or revised user requirements, as directed by the State, which result from changes to State and/or federal program law, regulations, and policies. Any proposed modification to the design specifications and/or functional requirements must be recorded, regardless of whether the modifications are actually implemented.

The contractor shall develop a Change Control Plan that details change control identification, evaluation, implementation and close-out. The contractor shall identify and maintain a process for the management of change requests. The process for project change control must include an online access method for use by both the contractor and State staff to track change requests. This online method must allow the printing of hardcopy documents and reports. The system must include, at a minimum, the following information:

- Originator;
- Initial date of submission;
- Description of change;
- Evaluation date;
- Evaluation information (impact to schedule/budget/scope – including estimate of cost, time, resources, and recommendation for or against implementation of the change. Alternative solution, if appropriate, should be clearly stated);
- Evaluation status (Accept/Reject change request);
- Reason for rejection, if not approved;
- Approval date;
- Implementation date; and
- Acceptance date.

The contractor shall provide a hardcopy change request status report on a weekly basis.

The deliverable for this task will be the Change Control Plan. Associated tasks will be executed according to the plan.

3.3.8.1 CHANGE REQUEST INITIATION

All formal requests for changes will emanate from the State Executive Sponsor, and will be documented on a Change Request Form. Change Request Forms will pass via the State Contract Manager to the contractor.

3.3.8.2 CHANGE REQUEST EVALUATION

The contractor shall propose a process and procedure for evaluation of change requests. At a minimum, the process and procedure shall take into consideration the following activities: Change requests submitted to the State Executive Sponsor will be reviewed and, as appropriate, forwarded to the State Contract Manager who will assign a Change Request priority as determined in consultation with the State Contract Manager and the contractor. The contractor has the responsibility for maintaining the change control process, reviewing requests with the State Contract Manager and State Program Director, classifying requests as major or minor, and providing an analysis of the impact of change requests on project work, budget, schedule, and resources. If, during the course of the evaluation, an alternative solution is identified, this information shall be provided. Those change requests will be returned to the State Project Manager for approval before any work is initiated. The State Program Director, in conjunction with the State Contract Manager, will also be responsible for scheduling meetings of the QRB as necessary for requests meriting the attention of the QRB.

3.3.8.3 CHANGE REQUEST IMPLEMENTATION AND ACCEPTANCE PROCEDURES

The contractor shall propose a process and procedure for change request implementation and acceptance. At a minimum, the process and procedure shall include the following: The contractor must analyze, design, develop, test, document and implement system enhancements to accommodate future changes in any program law, policy or regulation approved and required during the term of the contract. The contractor must analyze, design, develop, test, document and implement system enhancements to accommodate new and/or revised business requirements as determined by the State during the term of the contract. The contractor must analyze, design, develop, test, document and implement system enhancements to implement interface changes with other state or federal systems as determined by the State during the term of the contract. The change request must be documented as a requirement (new, modified, etc.). The design changes must be documented to the functional and technical design libraries. Database documentation and test plans must be constructed for each enhancement release.

As change requests are developed and implemented, the work involved shall be subject to the same test, review, and acceptance procedures as other project deliverables. Changes will not be considered complete until final acceptance and sign-off by the State Contract Manager.

It is important that the contractor recognize that DFD, through its State Contract Manager, will review, accept and approve, as appropriate, all change requests.

3.3.9 KNOWLEDGE TRANSFER PLAN

The contractor must work closely with the State team that will consist of programmatic and technical State staff. To best utilize available staff resources and ensure project success, there must be a full and equal exchange of knowledge between the two teams. The State team will share its knowledge of New Jersey's programmatic practices, technical architecture, and existing applications. The contractor's team must share its knowledge of the proposed COTS framework solution, the tools that will be used to build on its functionality, and the tools used to operate and maintain CASS. The contractor must develop a Knowledge Transfer Plan and implement the plan throughout the CASS system development lifecycle. The Knowledge Transfer Plan shall support active participation and involvement of the State's resources from project initiation through system turnover. The Knowledge Transfer Plan shall support the development and execution of the Training Plan and the Turnover Plan. The linkage between these three plans shall ensure that State resources understand decisions reached during the analysis, design and development phases of the project, that appropriate training is provided, and that a smooth transition/turnover occurs at the end of the project.

The deliverable for this task is the Knowledge Transfer Plan.

3.3.10 KICK-OFF MEETING

Within three weeks of the Project Start Date, the contractor must hold a project kick-off meeting to formally announce project initiation. This meeting will focus on the responsibilities of the contractor, the State, and the QA Contractor. Working relationships and interactions between the parties will be defined. In addition, the Project Management Plan will be presented and discussed.

The deliverable for this task will be the Kick-Off Meeting documentation that details the meeting attendees, outcome, and action items.

3.4 PHASE 3 – REQUIREMENTS DEFINITION

During Phase 3 – Requirements Definition the contractor must write a Requirements Specification Document.

3.4.1 REQUIREMENT SPECIFICATIONS DOCUMENT

In this task the contractor must perform a comprehensive requirements analysis and validation for CASS and each of its components, including functional, technical, implementation support requirements, business workflow, and procedures. This effort must build upon the requirements stated in Appendix 1 – CASS Requirements.

As part of this task, the contractor must thoroughly review all requirements specified or referenced in this RFP. The contractor shall meet with State staff, and others that they may designate, to fully understand the scope, purpose, and implications of each requirement. Initial interface and data conversion requirements must be identified at that time to ensure these requirements are satisfied. The key areas that must be addressed in this deliverable include at a minimum:

- System functionality requirements;
- 'As Is' workflow and procedures;

- System technical requirements including, but not limited to, performance and capacity requirements;
- Initial interface requirements;
- Legacy system requirements;
- Initial conversion requirements;
- System operational requirements; and
- Use cases and test scenarios to be used later in testing that correspond to the business requirements.

In no instance shall a requirement provide less functionality or performance than current standards or than is currently available

Document Requirements – The contractor must document and present the Requirements Validation Process in a Requirements Specification Document for DFD review and approval. The Requirements Specification Document, including functional, technical, and operational support requirements, must be developed using IEEE Standard 830, IEEE Standard for Software Requirements Specifications, or an agreed upon, established, industry standard, best practice equivalent as a guideline.

Approach to Requirements Validation – The contractor must develop an approach utilizing JAD and/or facilitated work sessions to gather the information needed from State staff. The approach to the JAD and/or facilitated work sessions must include, at a minimum, a methodology (consisting of facilitation and documentation of sessions), tools, and preparation planning (including distribution of advance materials to session participants). Work sessions shall be scheduled to allow, at a minimum, ten (10) workdays notice to SMEs. The State Contract Manager will assist the contractor's Project Manager in identifying staff to attend and to schedule the meetings. The State prefers that work sessions be structured to limit the number of persons who must attend any work session to a maximum of fifteen (15) staff from the State, county and other non-contractor entities. The State assumes some work sessions will continue over two (2) or more workdays. Note however, that the State views a JAD session as continuing until the functional requirements of a feature are completed and is not limited by time or the number of meetings.

While high-level CASS requirements are included as part of this RFP in Appendix 1, the contractor must plan for comprehensive reviews of these requirements during JAD sessions in order to identify and define lower level (derived) detailed requirements. The contractor's PMP and Project Schedule must demonstrate that sufficient time and resources have been allocated to JAD sessions, including the time to adequately prepare for each JAD and for State SMEs to review and comment on the session outcomes. The contractor's PMP and Project Schedule must avoid scheduling conflicts for State SMEs in that an individual must not be scheduled for more than one (1) JAD session per day and no more than two (2) JAD sessions per week.

Develop Requirements Tracking Matrix – The contractor must develop a Requirements Tracking Matrix that documents all functional and technical requirements and that can be maintained and updated throughout the design, development, and testing to ensure that all requirements are met and tested in the system.

The deliverable for this task is the Requirements Specification Document, which must build upon the requirements stated in Appendix 1 – CASS Requirements, include the documented Requirements Validation Process and the Requirements Tracking Matrix, and shall be subject to periodic updates as specified by the State.

3.5 PHASE 4 – DESIGN DEFINITION

During *Phase 4 – Design Definition* the contractor must:

- Write a Gap Analysis Document;
- Write a High-Level Design Document;
- Write a System Architecture Design Document;
- Write a Capacity Analysis Plan;
- Write a Detailed Design Document;
- Write a Data Conversion Plan; and
- Write a Test Plan.

All design documents require written approval by the State and will be subject to periodic updates as specified by the State.

3.5.1 GAP ANALYSIS DOCUMENT

The contractor shall provide training in the framework software to twelve (12) State staff who will review the Gap Analysis Document. During the Gap Analysis task, the contractor must carefully assess and compare that assessment to the capabilities of the proposed non-proprietary COTS framework solution. The contractor must document, in detail, the extent to which the proposed framework solution meets the State's CASS requirements. It is not intended, nor is it in the State's interest, for the contractor to modify existing core functionality or coding within the COTS framework solution.

The deliverable for this task will be a Gap Analysis Document, which will be considered complete when all requirements in the Requirements Specification Document, described in RFP Section 3.4.1, Requirement Specifications Document, are assessed and quantified in comparison to the capabilities of the proposed non-proprietary, COTS framework solution.

3.5.2 HIGH-LEVEL DESIGN DOCUMENT

The contractor must design and document a high-level design of CASS. The High-Level Design Document must include the major components and functionality of CASS. It also must identify the means by which CASS will interface with other related applications. As part of the High-Level Design, the contractor must use the Requirements Tracking Matrix to establish the link between the State's requirements and the proposed design.

The deliverable for this task will be a High-Level Design Document and will include an updated Requirements Tracking Matrix.

3.5.3 SYSTEM ARCHITECTURE DESIGN DOCUMENT

As a part of the System Architecture Design Document, the contractor must describe the approach it will use to ensure system reliability, perform periodic security assessments, design backup and recovery features, and assess the LAN/WAN network configuration to identify modifications as needed.

The deliverables for this task are the System Architecture Design Document and the Security Assessment Report-Design.

3.5.3.1 SYSTEM RELIABILITY

Since the host platform will be housed at a State facility, the operation and physical security of the host platform will be the responsibility of the New Jersey OIT and the DHS-CO OIS. However, the contractor must ensure that CASS is protected against software errors during system operation. The system must be compatible with State procedures and efforts to ensure reliability and recovery, including telecommunications reliability, file back-ups, and file recovery as described in RFP Sections 3.5.3.2, Security and Backup Recovery Assessments and 3.5.3.3, Local Area/Wide Area Network Specification. The bidder shall clearly describe the manner in which these requirements will be met. The Security, Disaster Recovery and Backup of the system must conform with the guidelines found in the DHS "Security Framework - Information Security Management System" (Appendix 5).

3.5.3.2 SECURITY AND BACKUP RECOVERY ASSESSMENTS

The contractor must have an independent security assessment group perform periodical assessments to test and address vulnerabilities in the following areas:

- physical,
- network,
- operating systems,
- system services,
- client applications, and
- data.

The security assessments will need to identify and address the following safeguards:

- Administrative
 - Conduct and document an accurate and thorough assessment of all potential risks and vulnerabilities to the confidentiality, integrity and availability of the protected information.
 - Implement procedures to regularly review records of information system activity, such as audit logs, access reports and security incident reports.
 - Identify the authorization, access rights, and controls to the system, database, table, records, transaction, and program.
 - Comply with all State of New Jersey and the Department of Human Services IT policies, procedures and standards, current and future.
 - Provide a data backup plan that will ensure the data is retrievable in the specified primary and backup sites.
 - Provide a disaster recovery and contingency plan to ensure the system remains operational with minimal downtime and to enable continuation of critical business processes. The plan must address hardware failure, data failure, program failure, system failure, network outage, electrical power outage, fire, flood, and access to the facility and system. The plan will be subject to State review and acceptance.
- Physical
 - Review and report on the current access controls and procedures that limit access to the primary and backup sites.

- Review and report on policies and procedures to safeguard the facility and equipment from unauthorized physical access.
- Technical
 - Thoroughly describe the processes and controls for auditing and data transmission.
 - Document how the system will identify a unique user and controls to ensure the identity of the user's authentication.

The security assessments must occur during the design, construction, testing, pilot implementation and statewide implementation tasks. Once the system is fully implemented, assessments must occur on an annual basis. The assessments must identify all corrective action that is recommended and identify the resources responsible for taking corrective action. The contractor is responsible for correcting all deficiencies related to the CASS application software. Each time the assessments are completed, the contractor must provide a Security and Backup Recovery Assessment Report for review and approval by the State.

The independent security assessment group must be a subcontractor, hired by the contractor, who will be responsible for completing the assessments and reporting results directly and concurrently to the State Contract Manager and the Director of DFD. The deliverable for this task will be a Security Assessment and Backup Recovery Report.

The contractor must coordinate with OIT and DHS to ensure that adequate back-up and recovery occur. In cooperation with OIT and DHS, the contractor must ensure that system backup and recovery capabilities are in place so that standard processing can be resumed within 48 hours in the event of a disaster or any hardware/software problem at the State site that renders the system inoperable. The contractor shall also participate in the State's annual disaster and recovery test held with OIT and DHS as mandated by federal regulation.

The contractor must ensure that CASS safeguards access to data and applications in the system. Users who are not authorized to access certain applications and/or data will be prohibited from retrieving, viewing, using, or otherwise acquiring access. The contractor must ensure that system development and operations of CASS comport with the following Federal regulations and guidelines related to security, confidentiality, and auditing including:

- Computer Security Guidelines for Implementing the Privacy Act of 1974 (FIPS PUB 41).
- Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075).
- Guidelines for Security of Computer Applications (FIPS PUB 73).
- The Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations.
- OIT and the DHS support the use of Public Key Infrastructure (PKI).

The contractor must address security for CASS within this context. While specific levels of security will be determined during the CASS design phase, the contractor must design and implement various levels of security within the online applications, including but not necessarily limited to, the features listed below:

- A unique, single sign-on for each user;
- Required passwords for each user that will expire on a staggered schedule determined by the State and that can be changed at any time by the user or by appropriate State or

contractor management personnel. The contractor should consider the use of secured digital IDs for this purpose;

- Restriction of aggregate data level file/table, record/row, and field/attribute to specific users and/or groups of users with common access rights as specified by the State;
- Procedures for safeguarding the system from unauthorized or unintentional modifications to the application programs and the data contained in the CASS database; and
- Automatic timeout and logoff based on a specified number of minutes of inactivity by the user as specified by the State.

3.5.3.3 LOCAL AREA NETWORK (LAN) / WIDE AREA NETWORK (WAN) SPECIFICATION

DHS and OIT will house CASS on State-owned equipment. The contractor shall analyze the existing network to ensure that it will support the contractor's proposed CASS. The State requires the contractor to review the LAN/WAN network configuration and recommend modifications if necessary. The purpose and intent of the contractor's recommendations are to:

- Ensure that CASS performance requirements are met in Section 3.5.4;
- Ensure satisfactory user performance and interactive response;
- Ensure that an infrastructure is provided that supports the proposed CASS;
- Avail the State of the contractor's experience and expertise;
- Ensure confidential handling of sensitive client data; and
- Ensure that network scalability does not limit CASS scalability.

A communication circuit (T1 or higher) will be established by the State from the contractor's development and implementation center(s) to the DHS Network Control Center at 222 South Warren Street in Trenton. The State will be responsible for the T1 line. This data circuit will provide the primary path and should terminate on the State of New Jersey side into State-owned and maintained equipment, which in turn would provide an Ethernet connection to the DHS Extranet Partner access point at Capital Place One (firewall). The contractor must work with DHS to establish an Extranet Partner relationship. This work requires completion by the contractor of an Extranet Partner Form. In addition, contractor staff must work with DHS security staff to establish appropriate firewall rule sets.

3.5.4 CAPACITY ANALYSIS PLAN

The performance of CASS is a key factor. The contractor must plan for and conduct system capacity analysis that encompasses all features of CASS. The contractor must also conduct structured benchmark testing of CASS once CASS software is available for testing.

The Capacity Analysis Plan must describe how the system capacity analysis and benchmark test will be conducted and how the results will predict the performance of the proposed, and ultimately implemented, architecture under full system load. The analysis and/or test must assess and measure each significant component of the proposed architecture including network transport time, system response time, client and server memory, storage, and processor utilization. The contractor shall establish, subject to State approval, the test criteria for the benchmark analysis.

The contractor shall evaluate, and make recommendations regarding, the host platform configuration and size (hardware, software, and infrastructure) for CASS, based on DHS standards. The State requires development of a scalable CASS providing:

- Rapid access capability with the ability to incrementally add users and concurrently update and query the database, without degradation to performance and response times;
- Maximum three (3) second response time for users to access a data entry or inquiry screen;
- Maximum three (3) second response time to process a data entry or inquiry screen;
- The response time standards described above must be met a minimum of 98% of the time;
- Access by multiple end users at multiple distributed sites (approximately 8,500 possible users);
- Connectivity to support communications between the CASS platform and the State's existing LAN/WAN infrastructure; and
- System availability Monday through Friday from 6:00 AM to 9:00 PM and on Saturday 8:00 AM to 6:00 PM Eastern Time. The system must be capable of supporting user online access on Sunday or extended hours throughout the week upon request by authorized personnel.

The State will provide the network infrastructure for CASS. The contractor shall assess the LAN/WAN and network infrastructure to determine and identify the enhancements required, if any, to support communications among the host platform, the LAN/WAN and network infrastructure, and the data source systems, and to meet performance and response time requirements. The host platform will be housed at a State facility. The State will house, operate, and maintain the CASS hardware platform and will supply, operate and maintain the existing State network infrastructure. The contractor shall ensure the architecture is capable of providing adequate response time and performance for all CASS users throughout the State, and for recommending (but not providing) additional capacity to address developing program needs.

The deliverable for this task is a Capacity Analysis Plan.

3.5.5 DETAILED DESIGN DOCUMENT

During the Detailed Design task, the contractor must develop the detailed specifications required to develop and implement CASS. CASS functionality must meet State requirements and be compliant with all applicable and ongoing State and Federal policy, law, and regulation when it is implemented.

At a minimum, the activities of this task must include the following:

- Allocate software requirements (including interface requirements) to design components;
- Decompose components to their lowest level of detail necessary for coding the component;
- Describe external and internal interfaces for each component;
- Identify reusable objects;
- Plan and design the structure of any necessary databases;
- Implement the Requirements Tracking Matrix (i.e., establish the link between the requirements, design, code construction, testing, and documentation);
- Analyze the software design for understandability, correctness, testability, consistency, and completeness, and any other quality attributes defined in the software requirements process.

The contractor must create Detailed Design documentation that will be the basis for development of CASS. The design created by the contractor must be based on, and traceable back to, the software requirements, and provide complete, consistent, correct, testable, and understandable information from which the CASS code will be generated. The design documentation must

include entity-relationship diagrams, process decomposition flow diagrams, business rules and forms (or their conceptual equivalent), and context diagrams.

As part of the Detailed Design documentation, the contractor must also include database design documentation, including data flow diagrams, a data base schema and a data dictionary. The database design documentation must also include data models, details of inputs, outputs, and descriptions of functions and processes. The database design must be based on and remain consistent with the DHS Logical Data Model that shall be expanded to construct the CASS logical and physical data models.

The deliverables for this task is a Detailed Design Document that includes an updated Requirements Tracking Matrix.

3.5.6 DATA CONVERSION PLAN

The contractor must plan, coordinate, and monitor all conversion activities. The conversion effort shall include all historical and active case data elements maintained in current DFD systems. The conversion shall also include information that is currently captured or stored on paper that must be entered into CASS for the active caseload.

The current CASS functionality and data is spread across several systems and in some cases, such as for some Medicaid programs, on paper records located in each of the counties. The accurate and timely conversion of this data is critical for the successful implementation of CASS. Detailed information regarding these systems can be found in Appendix 6, the ISIS/CASS Preparation Project Requirements Document.

State staff with extensive knowledge of the DFD systems to be converted, business processes, and information included in paper records, teamed with resources from the contractor, will perform the analysis to determine the data that will be converted, and the automated and manual procedures needed to convert data to CASS. However, if a situation occurs which has not been defined, the contractor is responsible for discovering it and requesting the rule to handle it, rather than letting it default in an unintended way.

The contractor shall develop a detailed data conversion plan that provides a comprehensive strategy for both the automated and manual conversion effort that incorporates the State's schedule for statewide implementation. The detailed Data Conversion Plan must include, at a minimum, the following information:

- Identification of all data to be converted and the sources of that data;
- Identification of data elements and data files where converted data will be loaded or stored for conversion at a later time.
- Identification of the minimum amount of data necessary to effectively operate CASS.
- Processes to be used for validation, standardization, purification, and "unduplication" of the data.
- State and Contractor staff will jointly make decisions regarding edit criteria, default values, and error exceptions.
- Methods for identification of related records and processes for merging records and/or electronic data that may exist on current systems. A methodology and process must be defined and implemented by the contractor, and approved by the State, that will enable CASS support personnel to merge data as an on-going function of system support.
- Methods for converting the data (automated and manual processes);

- Identification of State resources required to manually purify, convert data or review the results of conversion activities in test or production;
- Documentation of data conversion algorithms needed;
- Documentation of special conversion processes needed to exchange converted data with other systems that may have a different coding structure or use a different client/case identification number than that used for CASS;
- Identification of any data access issues that may exist for data maintained on non-DHS systems but accessed by staff. For example, claims data currently maintained in Abacus (proprietary software from Unitronix, used by some county agencies in the recalculation of claims and overpayments).
- Specifications for all software that must be developed to support the extraction and/or loading of data during the conversion process;
- Specifications for all software that must be implemented or developed to support the manual entry of case-related data into CASS. Staff from the State will be responsible for any manual entry of data that may be required; and,
- Identification and development of reports used to clearly demonstrate that the load and all possible situations are handled properly to provide an audit trail for all the data loaded into the system.

All data in the current systems needed to meet CASS requirements must be converted. The State recognizes that data from multiple systems with different formats, different values, and differing integrity exist.

Sufficient converted data must be available for each testing task in the Test Plan proposed by the contractor. The data conversion software and procedures must be designed to be used during the phased implementation as well to do just-in-time conversion before offices go online with CASS.

The deliverable for this task will be the Data Conversion Plan. Associated tasks will be executed according to the plan.

3.5.7 TEST PLAN

The contractor shall prepare a detailed Test Plan for testing all functions, components, conditions, and performance levels that will occur within CASS. The plan shall be provided to the State Contract Manager for review and approval.

The Test Plan document must present testing strategies and objective measures of testing success for each of the testing efforts including Unit Test, System Test, User Acceptance Testing, Regression Testing, and Pilot Testing. The testing strategies must include the identification of any automated testing tools that will be used during the testing process. The testing strategies must also include a test environment that is capable of testing all facets of the CASS system, including data conversion, and the capacity to simultaneously conduct a pilot test while running a future release through the System Testing and User Acceptance Testing process.

The Test Plan must identify the inputs to the test, the steps in the testing process and the expected results. The Test Plan must provide a standard against which software testing activities can be planned and measured. Additional topics to be covered in the Test Plan include: test objectives, expected defect rates, functions to be tested, system checkpoints, and methods and constraints. The Test Plan must identify the process for documenting and resolving any errors encountered during testing, including but not limited to, a defect tracking

plan, defect tracking database, and periodic reports as defined by the State during and following the system test, user acceptance test, pilot test and statewide implementation.

The contractor shall create the test cases to be used in the testing process. The Test Plan must provide for active participation by appropriate State staff and a logical progression from Unit Testing to System Testing to Regression Testing to Acceptance Testing to Pilot Testing. The State reserves the right to require that certain types of cases and/or transactions are included in the Test Plan.

The Test Plan must be developed using American National Standards Institute (ANSI)/IEEE Std. 1012-1983 (IEEE Standard for Software Test Documentation), or an agreed upon, established, industry standard, best practice equivalent as a guideline.

Throughout the testing activities the contractor must use the Requirements Tracking Matrix, as well as the use cases and test scenarios developed during the Requirements task (RFP Section 3.4.1), as a checklist to ensure that all requirements are tested. The contractor shall update the Requirements Tracking Matrix with the testing results to demonstrate that all CASS requirements have been tested.

The deliverable for this task will be the Test Plan. Associated tasks will be executed according to the plan.

3.6 PHASE 5 – CONSTRUCTION AND IMPLEMENTATION PLANNING

During the construction task the contractor shall develop the CASS code based on and traceable back to the requirements and design deliverables. The contractor shall produce the source code and supporting documentation for the CASS source code. All construction and implementation deliverables require written approval by the State and shall be periodically updated by the contractor as specified by the State.

During *Phase 5 – Construction and Implementation Planning*, the contractor must:

- Write a Hardware and Software Acquisition Plan;
- Write an Implementation Plan;
- Write User and Technical Documentation;
- Write Training Documentation;
- Write System Documentation;
- Write an Operations Guide;
- Write a Security Assessment Report – Construction; and
- Develop Code and Perform Unit Testing.

3.6.1 HARDWARE AND SOFTWARE ACQUISITION PLAN

The contractor must develop a Hardware and Software Acquisition Plan that will identify the hardware quantity and specifications required for CASS implementation. The Hardware and Software Acquisition Plan must also identify any additional software that may be required for CASS implementation or ongoing operations. The contractor must also identify when the hardware and software are required, allowing adequate time for setup, installation, and testing. The State and the contractor will agree on the content of this plan during project initiation.

The deliverable for this task will be the Hardware and Software Acquisition Plan. Associated tasks will be executed according to this plan.

3.6.2 IMPLEMENTATION PLAN

The contractor must develop an Implementation Plan that will have CASS fully implemented within three (3) years of Project Start. The implementation release strategy necessitates that CASS be phased in geographically. Because of the size of the CASS user population, the State requires that CASS end-user training be conducted on a just-in-time basis as part of a phased implementation. Because of the phased implementation, the Implementation Plan must address how data entry and data synchronization will be managed during the period when the legacy systems and the CASS system are operating concurrently.

The contractor must prepare, implement, and maintain a technical training application (database and application software), capable of supporting concurrent application training classes. Due to the potential concurrent training classes, the technical training application must be capable of allowing for independent training data refreshes as controlled by the trainers and training schedules. The contractor must ensure access in conjunction with the implementation schedule to the technical training application (database and application software) for post-training practice. The contractor must maintain and support this environment to prevent application failure.

The deliverable for this task will be the Implementation Plan. Associated tasks will be executed according to this plan.

3.6.3 USER AND TECHNICAL DOCUMENTATION

Technical documentation and user documentation must be developed by the contractor, and reviewed and approved in writing by the State. The State and the contractor shall agree on specific formats of the planned deliverable documents during project initiation. Technical documentation must be available electronically, and printed as needed by technical staff. It must include the knowledge and information needed for normal system operations as well as problem fixes and enhancements. Other required documentation includes the data dictionary, and the logical and physical data models. 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.

User documentation must be available online through the system's help function, which must include print capability to allow users to generate their own copies of selected documentation. The policy manual must be available online. User documentation and the online policy manual shall include a table of contents and an index for searching.

The contractor shall design a quick reference guide for each major CASS job function. These shall be concise, laminated pocket guides, which the contractor must update annually for the length of the implementation contract. The State is responsible for the production of the guides. Additionally, the contractor shall produce documentation identifying the following:

- System diagrams (both the technical architecture and integral processes performed by the system)
- Numbered list of system screen prints
- Numbered list of system alerts

- Numbered list of system notices
- Numbered list of reports

The deliverable for this task includes User and Technical documentation.

3.6.3.1 USER DOCUMENTATION

The contractor must develop User Documentation. The User Documentation must include hard copy user manuals, online user manuals, online context-sensitive help, and online context-sensitive policy manuals.

The contractor shall supply the State with a soft copy of all final documentation deliverables with written permission for unlimited reproduction for internal use by the State. The State currently provides most documentation in MS Word or Adobe PDF.

3.6.4 TRAINING DOCUMENTATION

Due to the magnitude of the training task, the significant change management requirements, and the time frame in which all training must be completed, the State anticipates that the preparation of training and change management plans will begin very early in the Project Schedule.

The contractor must prepare all materials required for CASS including training packages, trainer guides, and user manuals. The contractor must prepare Training Documentation that describes the training course format, content and duration, and the categories of users who will complete each course. The Training Documentation must address how the contractor will incorporate the use of online help, online policy manuals, and hard copy user manuals. The Training Documentation must include a schedule for providing training that considers the phased implementation approach and adequately accounts for actual training time, training site constraints and availability. The Training Documentation must include a plan for obtaining trainee feedback and incorporating feedback into subsequent training.

The deliverables for this task are all training documentation and tools, including a Training Plan. Associated tasks will be executed according to the approved Training Plan.

3.6.5 SYSTEM DOCUMENTATION

Comprehensive system documentation is critical to the future maintenance of CASS. The contractor must document the CASS code and databases, including inputs, outputs, algorithms, database structures, file layouts, processing, frequency, scheduling, and handling of anomalies. The system documentation must be in electronic format to allow for version tracking and ease of updating.

As part of this task, the contractor must use the Requirements Tracking Matrix to establish links among the State's requirements, the design, the code, and the test cases.

The deliverable will be the System Documentation. Associated tasks will be executed according to the approved plan.

3.6.6 OPERATIONS GUIDE

A comprehensive Operations Guide is critical for the future ongoing operation of CASS. In the Operations Guide, the contractor must include overviews of the application software, system structure, major processing jobs, and significant interfaces. The Operations Guide must also describe the schedule of jobs (including dependencies), files accessed, critical sequencing and timing criteria, and provide operating instructions for each job and job step. The contractor is responsible for developing the CASS backup plan (inclusive of full system and incremental backups), operating instructions, and online, batch and database recovery procedures.

The Operations Guide must be in hardcopy to allow for reference even if systems are not operational and in an electronic format to allow for version tracking and ease of updating.

The deliverable for this will be the Operations Guide.

3.6.7 SECURITY ASSESSMENT REPORT – CONSTRUCTION

Security assessments must occur during the design, construction, testing, pilot implementation and statewide implementation tasks. Once the system is fully implemented, a security assessment must occur on an annual basis. The assessments must identify any corrective action that is recommended and identify the resources responsible for taking corrective action. The contractor shall correct any deficiencies related to the CASS application software. Each time an assessment is completed, the contractor must provide a Security Assessment Report for review and approval of the State.

The deliverable for this task is the Security Assessment Report – Construction. For additional information on this deliverable refer to RFP Section 3.5.3.2, Security and Backup Recovery Assessments.

3.6.8 UNIT TESTED CODE

The contractor is responsible for meeting the State's documented requirements. This includes developing and testing the CASS code, including interface software and required reports.

The activities of this task must include the following:

- Develop source code for each software design component, including external and internal interfaces;
- Implement a configuration management process to ensure the integrity of the software development process;
- Define, procure or generate, and validate data entered into databases for testing purposes;
- Establish measures for assessing software code;
- Ensure all software components are unit tested;
- Ensure unit tested code is moved to software integration testing in the manner determined by the State approved Test Plan;
- Debug the source code;
- Report all outstanding problems with the source code back to the software design process; and
- Generate the supporting documentation for the source code.

All software must be unit tested by the contractor as part of this task. Prior to conducting the unit test, the contractor must submit a Test Plan (Phase 4 – Design Definition) that describes

how the programs (whether from the framework solution, modified, or developed) will be unit tested to confirm they perform as expected. The contractor must maintain documentation for each test performed. The State and/or the QA Contractor will perform spot checks of unit test documentation and provide comments and/or recommendations for modifications to the testing and documentation approach.

The unit testing performed by the contractor should be guided by the processes defined in IEEE Standard 1008, IEEE Standard for Software Unit Testing. The plan must identify the inputs to the test, the steps in the testing process and the expected results.

The deliverable is unit tested code results documentation, based on the approved Test Plan found in Section 3.5.7.

3.7 PHASE 6 – TESTING AND CONVERSION

During *Phase 6 – Testing and Conversion*, the contractor must:

- Conduct System Test and write a System Test Results Document;
- Conduct User Acceptance Test (UAT) and write an Acceptance Test Results Document;
- Perform Security Assessment and write a Security Assessment Report – UAT;
- Conduct Capacity and Performance Test and write a Capacity Simulation and Benchmark Report;
- Conduct Pilot Test and write a Pilot Test Results Document;
- Perform Security Assessment and write a Security Assessment Report – Pilot;
- Conduct Data Conversion and write a Data Conversion Results Report; and
- Update Documentation.

All Testing and Conversion deliverables require written approval by the State and shall be periodically updated by the contractor as specified by the State. All Testing and Conversion activities and deliverables must be executed in accordance with the applicable approved plan.

3.7.1 SYSTEM TEST

During the Testing Phase, the contractor must perform a System Test of all code developed and unit tested in the Construction Phase. The use of automated test tools that can support future regression testing is preferred. All CASS software, including interface software and conversion software, must be system tested by the contractor prior to User Acceptance Testing. The system test must utilize all modules, test all interfaces, process all types of input, and produce all reports. Prior to conducting the System Test, the contractor must submit a revised Test Plan that sets forth the comprehensiveness of the design to fully test CASS functions and features. Test cases shall be created by the contractor, and must be developed or revised, if necessary, to simulate all functionality and case conditions that CASS will support. The State reserves the right to require that certain types of cases and/or transactions are included in any testing. The contractor must ensure that system tested CASS software is fully compatible with the State supplied operations environment.

The contractor must prepare a System Test Results Document that permits the State and the QA Contractor to validate that the test has been successfully executed in accordance with the approved plan. The contractor must prepare a detailed listing of all issues identified during the testing process that could not be resolved or were deferred until a future date. Any software

tools used by the contractor during the system test must receive prior approval from the State and must be made available for State use if necessary.

Throughout the testing activities, the contractor must use the Requirements Tracking Matrix, as well as the use cases and test scenarios developed during the Requirements task, as a checklist to ensure that all requirements are tested. The contractor must update the Requirements Tracking Matrix with the testing results.

The deliverables include a Systems Test Report with an updated Requirements Tracking Matrix.

3.7.2 USER ACCEPTANCE TEST

Following the System Test, all CASS components, processes, conditions (positive and negative) and cycles must be subjected to a structured User Acceptance Test performed by a team composed of State staff and supported by the contractor. User Acceptance Testing must test all CASS software including interface software and conversion software prior to Pilot Testing. The User Acceptance Test must utilize all modules, test all interfaces, process all types of input, and produce all reports. User Acceptance Testing must test all operational processes and procedures prior to Pilot Testing. Prior to the User Acceptance Test, the contractor must submit a revised Acceptance Test Plan that sets forth the comprehensiveness of the design to fully test CASS functions and features.

The State will assign an Acceptance Testing Team to function as system users during the acceptance testing process. The Acceptance Testing Team, with support from the QA Contractor, will evaluate all test outcomes. The contractor shall direct the operation of the system in accordance with an Acceptance Testing Plan produced by the contractor and supplemented, if necessary, by the State. The contractor shall be responsible for error resolution and other support as required. The State will supply the test equipment. The contractor shall train the State's Acceptance Testing team in all aspects of system use, including full system functionality, system operations, any testing tools, and test result reporting software used by the contractor. CASS documentation must be available to support this test.

The contractor must create and maintain a testing "region" on the CASS development environment. During the Acceptance Test, the contractor must provide technical and other staff dedicated to testing support and problem resolution while the test is in progress. The contractor must provide for rapid turnaround for correction of discrepancies as they are identified. The contractor must perform regression testing to ensure that any changes to the system do not negatively affect previously tested and approved code.

The contractor must prepare an Acceptance Test Results Document that permits the State and the QA Contractor to validate that the test has been successfully executed in accordance with the approved plan. The contractor must prepare a detailed listing of all issues identified during the testing process that were deferred – with input and approval from the State – until a future date. Any software tools used by the contractor during the System Test must be made available for State use if necessary.

Throughout the testing activities, the contractor must use the Requirements Tracking Matrix as well as the use cases and test scenarios developed during the Requirements task as a checklist to ensure that all requirements are tested. The contractor must update the Requirements Tracking Matrix with the testing results.

The deliverable will be an Acceptance Test Results Document and an Updated Requirements Tracking Matrix.

3.7.3 SECURITY ASSESSMENT REPORT – UAT

Security assessments must be conducted by the contractor during the design, construction, testing, pilot implementation and statewide implementation tasks. Once the system is fully implemented, the contractor must conduct a security assessment on an annual basis. Each assessment must identify all corrective action that is recommended and identify the resources responsible for taking corrective action. The contractor is responsible for correcting any deficiencies related to the CASS application software. Each time an assessment is completed, the contractor must provide a Security Assessment Report for review and approval of the State.

For information on this deliverable refer to Section 3.5.3.2, Security and Backup Recovery Assessments.

3.7.4 CAPACITY AND PERFORMANCE TEST

The contractor must design and execute a capacity simulation and benchmark test prior to the phased implementation of CASS. The capacity simulation and benchmark test must incorporate the capacity analysis performed during the Design phase and produce information that projects system performance and system capacity under statewide operations for thirty-six (36) months following statewide implementation of CASS.

The deliverable for this task is the Capacity and Performance Test Results document.

3.7.5 PILOT TEST

The Pilot Test shall begin only when all CASS components, processes, conditions (positive and negative) and cycles have been tested and the contractor has converted and tested data for the Pilot Test. The contractor must support the State's Pilot Test process. The State, in consultation with the contractor and the QA Contractor, will determine the Pilot Test locations. The Pilot Test duration must be at least three (3) months. The contractor shall propose a method and approach for the pilot that supports parallel data entry into the appropriate legacy system(s) and CASS. The legacy system(s) will continue as production systems during the pilot phase. During the pilot, discrepancy reports must be produced on a daily basis documenting inconsistent or inaccurate matching of data between the legacy system(s) and CASS. The contractor shall resolve inconsistent or inaccurate matching of data. Once the Pilot Test is complete, the data entered into CASS during the pilot will become production data for the pilot participants.

As part of the Pilot Test, the contractor must test the training and implementation documents and processes. Training of affected State and county pilot staff must immediately precede the initiation of the Pilot Test. During the Pilot Test, the State will test all CASS software, including interface software and conversion software, to demonstrate its capacity to support the functionality and performance prior to Implementation. CASS documentation must be available to support this test.

The contractor must create and maintain a testing "region" on the CASS development environment. During the Pilot Test, the contractor must provide technical and other staff dedicated to testing support and problem resolution while the test is in progress. The contractor must

provide correction of discrepancies as they are identified. The contractor must perform regression testing to ensure that any changes to the system do not negatively affect previously tested and approved code.

The deliverable will be the contractor's Pilot Test Results Document, which will enable the State and the QA Contractor to validate that the test has been successfully executed. The report shall include a detailed listing of all issues identified during the testing process that were deferred until a future date. The contractor shall provide the State with written notification that the system is production ready for the remaining user community and that data entered/processed during the pilot is production ready.

3.7.6 SECURITY ASSESSMENT REPORT – PILOT

The contractor must conduct security assessments during the design, construction, testing, pilot implementation and statewide implementation tasks. Once the system is fully implemented, the contractor must conduct an assessment on an annual basis. Each security assessment must identify any recommended corrective action and identify the resources responsible for taking the corrective action. The contractor is responsible for correcting any deficiencies related to the CASS application software. Each time a security assessment is completed, the contractor must provide a Security Assessment Report for review and approval of the State.

The deliverable will be a Security Assessment Report for the Pilot.

For information on this deliverable refer to RFP Section 3.5.3.2, Security and Backup Recovery Assessments.

3.7.7 DATA CONVERSION

The contractor must convert the data and produce all necessary reports to support the conversion effort as detailed in the Data Conversion Plan. The State anticipates conversion will occur prior to the pilot with subsequent conversions prior to implementation of each group of users during the phased Implementation process.

The deliverable for this task is a Data Conversion Results Report documenting the successful completion of conversion tasks and conversion of data to the CASS production environment. The report should identify any data or issues that must be addressed prior to the next conversion and recommendations for resolving the issues.

3.7.8 UPDATE DOCUMENTATION

The contractor is responsible for implementing a documentation control and configuration management process to ensure that all CASS documentation remains current and complete. This documentation control process will be subject to the review and approval of the State. The contractor shall maintain all CASS documentation using the State-approved documentation control system at all times throughout the project.

The deliverables for this task will be updates to all CASS documentation based on the State-approved documentation control and configuration management process.

3.8 PHASE 7 – TRAINING AND IMPLEMENTATION

During *Phase 7 – Training and Implementation*, the contractor must provide deliverables for:

- Master Copy of Training Material;
- Pre-Implementation Computer-Based Training;
- Training Database;
- Security Assessment Report – Implementation; and
- Conduct Phased Training and Implementation.

All training and implementation deliverables require written approval by the State and shall be periodically updated by the contractor as specified by the State.

3.8.1 MASTER COPY OF TRAINING MATERIAL

The contractor shall supply master copies of all training materials, including quick reference guides for each training module, and train all users in the features of the system relevant to their job functions until the rollout of CASS is completed. The contractor is not responsible for large volume photocopying to support training or documentation.

For training, the contractor must coordinate with the State's printing office to design materials which suit the State's reproduction capabilities, and to ensure the materials are produced and distributed as needed. The contractor shall provide an electronic version of all materials, and ensure that they are kept current to the production release for the duration of the contractor's contract. The contractor shall provide the State with copy and distribution rights to all training materials created for the State.

3.8.2 PRE-IMPLEMENTATION COMPUTER-BASED FAMILIARIZATION TRAINING

The contractor shall develop interactive computer-based training (CBT). This courseware will be utilized by staff following the overview training but prior to implementation training, and must include an overview of the new CASS system, some detail on the functions used by caseworkers (since they constitute the largest group of users) and simulation of hands-on usage. This courseware may be distributed via compact disks (CDs) or stored on a server. The computer courseware must be capable of:

- Verifying which caseworker has used the courseware;
- Reporting times and dates of activity; and
- Reporting course completion and score(s) to the caseworker's supervisor, either electronically or through printed certificates.

The required outcome is to have State staff enter the implementation courses with CASS familiarity.

3.8.3 TRAINING DATABASE

The contractor shall create a training database for hands-on use by students that contains a sufficient variety of data to exercise all parts of the system. The data must be based on actual cases to provide realism, but modified to protect confidentiality. Cases must reflect a variety of stages in the life cycle of a typical case, e.g., initial application, re-determinations, case change,

case management, disbursement, and case closing. All training courses must be designed to use a fresh copy of the training database for examples and exercises. A mechanism shall be provided by the contractor to allow each trainee to have a copy of the same case to work with for exercises, perhaps by having multiple copies of certain cases in the training database. 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 interfaces without disturbing production. (See Appendix 2 for a description of these other systems.) The 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 contractor shall establish multiple copies of the training database and a straightforward method to access the proper copy.

3.8.4 SECURITY ASSESSMENT REPORT – IMPLEMENTATION

The contractor shall conduct security assessments during the design, construction, testing, pilot implementation and statewide implementation tasks. Once the system is fully implemented, the contractor must conduct a security assessment on an annual basis. Each security assessment must identify any recommended corrective action and identify the resources responsible for taking corrective action. The contractor is responsible for correcting any deficiencies related to the CASS application software. Each time a security assessment is completed, the contractor must provide a Security Assessment Report for review and approval of the State.

The deliverable for this task will be a Security Assessment Report for Implementation.

For information on this deliverable refer to RFP Section 3.5.3.2, Security and Backup Recovery Assessments.

3.8.5 PHASED TRAINING AND IMPLEMENTATION

To ensure a successful CASS implementation, the contractor must provide training services and change management services consistent with the requirements identified throughout the RFP. In this training task, the contractor shall develop and conduct training for approximately 8,500 State, county, municipal, and private agency staff that will use CASS. The phased implementation must begin as soon as possible after users have completed training.

The contractor is responsible for all CASS user and technical training. The contractor shall train all users in the features of the system relevant to their job functions until the rollout of CASS is completed. The training of new or transferred workers after rollout will be the responsibility of the State, county, municipal, or child care agency training staff.

The contractor-provided training must consist of conventional classroom training supplemented by self-guided computer-based instructional CDs, and web-based training. Through the completion of rollout, the contractor shall create master copies of all class materials, including course books, exercise books, tests, and evaluations. These materials must coordinate with the trainer's lectures and demonstrations.

The contractor shall periodically update training to reflect improvements suggested by DFD staff. The contractor is not required to provide training in basic personal computer skills. The contractor must ensure proper classroom size, setup, cleanup, attendance, testing, and course evaluations.

3.8.5.1 IMPLEMENTATION TRAINING

Implementation training will occur prior to each office's scheduled rollout of each module. The contractor must tailor the curriculum to the attendees. Tests and course evaluations must be administered at the end of each course. The State will provide electronic lists of staff by office, by job function, and by training track needed. The contractor shall schedule the date and location for each trainee, and allow supervisors to request changes. The trainers must track staff attendance and course completion. The contractor must record this information, attempt to reschedule staff as needed, and provide reports. The State estimates a total of 8,500 trainees. The largest groups to be trained are the caseworkers and supervisors. Supervisors shall receive generic case worker training plus additional training on supervisory functions such as approvals of services, supervisory reports, case load balancing, and case transfers.

3.8.5.2 CLASSROOM FACILITIES

Training classrooms must be established within a reasonable travel distance for trainees, where "reasonable travel distance" is defined as a 25 mile radius of the training classroom. No training class can have more than 15 participants. The contractor must obtain the required training space. The classrooms must have one computer per student. New Jersey is approximately 200 miles long, and averages 60 miles wide. The bulk of the population is in the northeast.

State colleges and universities, community colleges, as well as private training centers, are located throughout the State. In its planning, the contractor should assume that staff will commute daily rather than stay overnight, and commutes should be a half-hour or less.

3.8.5.3 TRAINING STAFF

The contractor shall supply all trainers. The State Contract Manager will certify the contractor's trainers before training begins. The State may request the replacement of any trainer determined as unacceptable by the State. Contractor staff must be available to support hardware issues that arise during the course of training.

3.8.5.4 SCHEDULING OF TRAINING

The contractor shall schedule the overview and implementation class dates, classrooms, trainers, attendees, class materials, system access, as well as, provide logistical support. Courses that are longer than three (3) workdays must be broken up so that workers are not away from their office for an extended period. The training must occur during normal business hours, which is defined as 8:30 AM to 4:00 PM. The scheduling must allow some flexibility for workers to choose sessions around previously scheduled appointments.

3.9 PHASE 8 – CASS OPERATIONS AND MAINTENANCE

Following the implementation of CASS, the contractor shall provide system operation and maintenance. The contractor shall provide operation, maintenance, and on-site support for the duration of the contract, including regular (at minimum, on a monthly basis) releases for enhancements. The contractor must support an effective transition of procedures, programs, knowledge and data to the State or to a contractor chosen by the State, including developing and carrying out a system turnover plan.

The contractor shall provide at least twenty-four (24) months of CASS Operations and Maintenance support at the completion of implementation.

During *Phase 8 – CASS Operations and Maintenance*, the contractor must support and provide:

- Operations with Weekly and Monthly Reports;
- Help Desk with Weekly and Monthly Reports;
- Maintenance with Weekly and Monthly Reports;
- Security Assessment Reports – Operations; and
- Turnover Plan.

For each of the above weekly reports, the monthly report shall provide a summary of that month's activity.

The operations and maintenance activities shall include execution of the change control plan and processes. All Operations and Maintenance deliverables require written approval by the State and shall be periodically updated by the contractor as specified by the State.

3.9.1 OPERATIONS

Because the host platform will be housed at a State facility, the operation and physical security of the host platform is the responsibility of the New Jersey DHS and OIT. The contractor must ensure that system software operates effectively and is protected against software errors during operation. The contractor shall complete the application software and data corrections as part of system operations. Software and data corrections will be considered complete when implemented in accordance with the approved schedule and when CASS has been error-free in production for one (1) month and all associated documentation has been submitted and approved by the State Contract Manager.

The contractor must provide operations support for CASS. The activities performed must be detailed in the Operations Guide. If a new activity is added or an existing activity is modified, then the contractor must update the Operations Guide.

The contractor shall monitor all aspects of batch processing including the execution, restart, and recovery of batch jobs. The contractor shall monitor all aspects of online processing to ensure conformance to response time standards and immediate response to application errors. The contractor must coordinate operational responsibilities with DHS system and network staff. The contractor must ensure that output files and documents are delivered as specified in Appendix 1.

The contractor must also participate in the State's annual disaster and recovery test held with OIT and DHS as mandated by federal regulation.

The contractor must track the status of all operational activities using a product of its choice and provide weekly and monthly reports (monthly reports by the 7th day after the close of the month) to the State on operational status, operational issues, and the proposed resolution. The State will participate in knowledge transfer with the contractor in order to be prepared to take over future CASS operations at the State's discretion.

3.9.2 HELP DESK

The CASS Help Desk will be comprised of two levels. The State, or its designated contractor, will perform Level One Help Desk functions. The Level One Help Desk will address calls such as password resets. The contractor must train State staff or the State's designated contractor to perform Level One Help Desk tasks for CASS.

The contractor must manage and operate a Level Two Help Desk to resolve CASS application problems. Level Two Help Desk must address issues or changes that require intervention from a technical support person. The contractor will receive a "Problem Report" from the Level One Help Desk staff. The contractor must coordinate with the State Level One Help Desk staff.

The contractor must provide Help Desk support to address requests and answer calls within the Service Level Agreement (SLA) parameters established between the State and the contractor. The Level Two Help Desk staff must be available 24 hours a day, 7 days a week. The Level-Two Help Desk must respond to calls using the same timeframes imposed on Level One Help Desk staff. The volume of calls after regular State business hours (8 AM to 5 PM Monday through Friday and 8 AM to 1 PM Saturday, Eastern Time) should decrease sharply. The contractor may utilize a variety of levels of support, such as by pager.

The contractor must track all Level Two Help Desk calls using a product of its choice and provide weekly and monthly reports to the State of calls received and the resolution of those calls.

The contractor must establish and staff a help desk to support CASS from the start of the pilot test to the end of the contract. If possible, Level Two Help Desk staff should be co-located with Level One Help Desk staff from the State.

All telephone calls, faxes, and e-mail messages received from the State's Level One Help Desk must be logged as a Problem Report (PR) and must be monitored and tracked by the contractor's Level Two Help Desk until resolved satisfactorily. An identifying PR number, to be used for tracking purposes, shall be assigned by the Level One Help Desk.

The contractor must record Help Desk calls in the following manner:

- PR Severity Level – A severity level will be assigned by the Level One Help Desk to each PR. The PR severity level definitions are based on the loss of system functionality and customer impact. The severity levels are as follows:
 - Severity 1 – Critical. The system is inoperable and the inability to use the system has a critical impact on program operations. Severity 1 problems apply to production environments unless mutually agreed upon by the State Contract Manger and the contractor.
 - Severity 2 – Severe. The system is usable, but an essential component of the system is malfunctioning and substantially impacts program operations. Severity 2 problems apply to production environments unless mutually agreed upon by the State Contractor Manager and the contractor.
 - Severity 3 – Moderate. The system is usable but is not functioning in accordance with specifications and the then-current user documentation for the applicable

release of software, and the error condition has no substantial impact on program operations.

- PR Acknowledgement – Problem Reports must be acknowledged by a contractor technical consultant during standard working hours and during non-standard hours. Acknowledgement means that the contractor has received, categorized, and logged the PR. The acknowledgement time for a PR is dependent on its severity.
 - Severity 1 – Critical. During standard working hours: Severity 1 problems must be acknowledged within 15 minutes on a weekly average, not to exceed 30 minutes in any specific instance. During non-standard hours: Severity 1 problems must be acknowledged within 1 hour on a weekly average, not to exceed 90 minutes in any specific instance.
 - Severity 2 – Severe. During standard working hours: Severity 2 problems must be acknowledged within 1 hour on a weekly average, not to exceed 2 hours in any specific instance. During non-standard hours: Severity 2 problems must be acknowledged within the next 1 standard working hour on a weekly average of the next business day, not to exceed 2 hours in any specific instance.
 - Severity 3 – Moderate. During standard working hours: Severity 3 problems must be acknowledged within 2 hours on a weekly average, not to exceed 3 hours in any specific instance. During non-standard hours: Severity 3 problems must be acknowledged within the next 2 standard working hours on average of the next business day, not to exceed 3 hours in any specific instance.
- PR Resolution – A resolution to a problem report means (1) a software fix has been tested and implemented, (2) a “work-around” has been provided that allows normal system functionality and program operations, (3) an answer or solution to non-software related issues has been given, or (4) the PR is determined not to be a problem. The resolution time for a PR is dependent on its severity.
 - Severity 1 – Critical. The contractor must work on the critical problem continuously until resolved and must have a resolution within 24 hours of acknowledgement.
 - Severity 2 – Severe. The contractor must have a resolution within five (5) business days of acknowledgement.
 - Severity 3 – Moderate. The contractor must have a resolution within 20 business days of notification. Generally, moderate problems that result in software resolutions are provided in the next scheduled contractor production release of the software.
- Notification Procedures – On Severity 1 and Severity 2 PRs, the State Contract Manager and the DHS Chief Technical Officer must be notified immediately via telephone or cell phone by the contractor.

3.9.3 MAINTENANCE

The contractor must provide maintenance support for CASS. The contractor must provide the technical staff required to maintain CASS at a level to meet the performance standards as

agreed upon by the State and the contractor in the finalized SLA. Maintenance services include all functions associated with securing application software stability, including system fixes required to correct any defect in the software or documentation or in the incorporation of system modifications. The contractor shall analyze, design, develop, test, document and implement system enhancements to implement future changes in any law, policy or regulation approved and required during the term of the contract. The contractor shall analyze, design, develop, test, document and implement system enhancements to implement new or revised business requirements determined by the State during the term of the contract and to implement system enhancements to implement interface changes with other state or federal systems determined by the State during the term of the contract. The design changes must be documented to the functional and technical design libraries. Database documentation and test plans must be constructed for each enhancement release. Prioritization of enhancements will be the responsibility of the State, with input from the contractor.

The contractor must manage the software configuration to maintain and migrate software to the testing, training and production environments. The contractor must ensure comprehensive unit, integration, system, regression, and performance testing in preparation for the installation of system enhancements. As part of ongoing CASS maintenance, the contractor must keep CASS no more than one release back from the most current release of all software tools used by CASS.

Maintenance must start during development and continue 24 months beyond implementation. The 24 months of post-implementation maintenance support does not include maintenance provided during development.

The contractor must track the status of all maintenance activities using a product of its choice and provide weekly and monthly reports (monthly reports by the 7th day after the close of the month) to the State of maintenance status, maintenance issues, and the proposed resolution(s).

3.9.4 SECURITY ASSESSMENT REPORT – OPERATIONS

The contractor must conduct security assessments during the design, construction, testing, pilot implementation and statewide implementation tasks. Once the system is fully implemented, the contractor must conduct a security assessment on an annual basis. Each security assessment must identify any recommended corrective action and identify the resources responsible for taking corrective action. The contractor must correct any deficiencies related to the CASS application software. Each time a security assessment is completed, the contractor must provide a Security Assessment Report for review and approval by the State.

For information on this deliverable refer to RFP Section 3.5.3.2, Security and Backup Recovery Assessments.

3.9.5 TURNOVER PLAN

During the first month of maintenance, the contractor shall develop and deliver a Turnover Plan that could be used should the State choose to not extend the contract or select a new contractor for the operations and maintenance of CASS. The contractor shall cooperate with the new contractor during the turnover activities. The Turnover Plan must address the following:

- Turnover schedule;
- List of all software used to operate the system;

- Current copy of all source program code that is acceptable to the State;
- Statement of staffing and hardware resources required to operate the system;
- Training turnover plan;
- Help desk turnover plan;
- Current system and user documentation curriculum;
- Inventory of all work in progress;
- Inventory of all equipment and software to be turned over to the State;
- Status of any outstanding problems and recommendations for system enhancements; and
- Turnover results report.

Reference also RFP Section 5.3, "Contract Transition".

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit twelve (12) full, complete, and exact copies of the original proposal.

In addition, the bidder must submit two (2) full, complete, and exact ELECTRONIC copies of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

This number of copies and media for said copies as stipulated in this subsection of the RFP apply to all submissions for this procurement.

4.4 BID PROPOSAL CONTENT

4.4.1 QUALIFICATIONS PROPOSAL CONTENT

Reference RFP Section 1.3.1.

4.4.1.1 RESPONSE SUMMARY

The initial procurement step consists of the submission of the Bidder Qualifications to perform the Scope of Work. The Bidder Qualifications response must contain the following items:

- Signed cover letter
- Response to Bidder Qualifications requirements

- Bidder History, Background, and Viability
- Bidder Experience and References
- Project Team Organization and Staffing

Response forms and qualification criteria are specified below. The forms may be reproduced either electronically or photocopied, as long as the format remains the same. If the State is unable to contact one or more references for a bidder, the State will allow the bidder to provide alternative references within three (3) business days of the State's request for alternative references. To be compliant, alternative references must be provided if the required minimum number of references is no longer met due to the inability to contact original references.

If a subcontractor's experience is cited for a required reference, the response must include an "Intent to Partner" letter between the responding bidder and the subcontractor.

All work under the contract must be performed in compliance with NJSA 52:34-13.2. See RFP Section 7.1.2.

4.4.1.2 BIDDER HISTORY AND VIABILITY RESPONSE

Within the Bidder Qualifications, the bidder must provide information on the bidder's internal organization. If the bidder's solution involves subcontractors, the response must indicate the following information for the prime bidder and its anticipated subcontractors. Financial statements are not required for subcontractors. This information must include:

- Name of the firm(s) submitting the proposal;
- Mailing address;
- Contact person and title;
- Contact telephone number(s) and fax number(s);
- Brief history and background about the bidder's company;
- Services and products offered by the bidder's company;
- Number of employees;
- Office locations;
- General information about the bidder's organization;
- Identification of whether the firm is the prime bidder or subcontractor on this project;
- A description of any affiliation or connection between the bidder and subcontractor(s); and
- Financial statements (income statement, balance sheet, and statement of cash flows) and/or annual report for last fiscal year of bidder.

4.4.1.3 BIDDER EXPERIENCE AND REFERENCES RESPONSE

The bidder must provide the minimum references for each of the three (3) areas of experience listed below. Projects for which references are provided should be similar in size and complexity to the proposed CASS solution. Project references may be duplicated if one single client or project meets multiple requirements.

- Area of Experience 1 (minimum 2 references required): Designed, developed, tested, and implemented a solution that is of similar size and scope to that proposed in this RFP. Similar in size and scope refers to projects of comparable cost involving the development of information systems that support federally funded human services programs including the Temporary Assistance to Needy Families (TANF), Child Care, Medicaid and Food Stamp

Programs. Also, indicate ability of the bidder to provide qualified personnel for the skills categories required.

- Area of Experience 2 (minimum 2 references required): Designed, developed, tested and implemented a solution that is web-enabled, secure browser based, consistent, scalable, flexible, intuitive, extensible, reliable, and met required performance specifications.
- Area of Experience 3 (1 reference preferred): Designed, developed, tested, and implemented a solution leveraging a Commercial Off-The-Shelf (COTS) framework solution.

The bidder must provide specific details concerning prior and current litigation and/or formal administrative protests or actions such as notices of default, unsatisfactory performance, etc. involving state or federal government and private companies related to the quality of performance for similar systems for any local, county, state, or federal government agency, public or private association, or private organization. This requirement is in addition to submission of the required Disclosure of Investigations/Actions Involving Bidder form.

4.4.1.4 PROJECT TEAM ORGANIZATION AND STAFFING RESPONSE

The bidder must specify the minimum qualifications/expertise of the key staff that would be assigned to conduct this project. That narrative description may be in any format that the bidder chooses, but should not exceed two (2) pages in length. Descriptions should be provided for the key staff listed below:

- Executive Manager;
- Project Manager;
- Deputy Project Manager;
- Team Leader for Requirements;
- Team Leader for Functional Design;
- Team Leader for Technical Design;
- Team Leader for Application Development;
- Team Leader for Testing;
- Team Leader for Change Management/Training;
- Team Leader for Conversion;
- Team Leader for Interfaces;
- Team Leader for Implementation;
- Team Leader for Security Assessments;
- Lead Technical System Architect;
- Lead Data Base Designer/Administrator.

To demonstrate the depth of experience provided by bidder staff, the bidder shall provide two (2) different Project Manager resumes and at least one (1) resume for each of the other key roles. The bidder may submit resumes of subcontractors for those positions and, if it does, must indicate which position(s) are to be filled with independent contractors. When the bidder intends to use independent contractors, the bidder must provide a signed statement by the contracted individual or the bidder affirming that there is an intent to contract for this engagement and that the contracted individual has previously contracted with the bidder to perform like services, as applicable.

For the Project Manager, the description shall, at a minimum, address the following areas:

- Number of years experience as a dedicated Project Manager;
- Types of projects in management role;

- Project lifecycle experience in management role, i.e., design, development, implementation, etc.;
- Utilization of structured project management methodology techniques;
- Specific human services programs related experience involving eligibility determination, benefit and service delivery;
- Educational background; and
- Project management certification held, e.g., PMI.

4.4.2 DRAFT BID PROPOSAL CONTENT

Reference RFP Section 1.3.2.

4.4.2.1 RESPONSE SUMMARY

The second procurement step consists of the submission of the Bidder' Draft Bid Proposal to perform the Scope of Work. The Draft Bid Proposal should be submitted in one volume that is divided into three (3) sections as described below. Throughout the proposal, the bidder must reference each of their responses to the correlating RFP section/subsection number. **NO PRICING INFORMATION IS TO BE INCLUDED IN THE DRAFT BID PROPOSAL.**

The following narrative identifies the required sections for the Draft Bid Proposal, and describes the format of the bid proposal and the content of the material located therein. Each proposal should be prepared with tabs (separators), and the content material located behind each tab.

4.4.2.2 SECTION 1 – FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

Note: This section is required to be part of the Draft Bid Proposal and the Final Bid Proposal.

a. Signatory Page

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. The signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the signatory page must be signed by a general partner. If the bidder is a joint venture, the signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

b. Ownership Disclosure Form

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

c. Disclosure of Investigations/Actions Involving Bidder

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

d. Notice of Intent to Subcontract Form

All bidders shall complete the attached Notice of Intent to Subcontract Form at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

e. Subcontractor Utilization Form

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml> must be completed and submitted with the bid proposal.

f. Bid Bond

This section supplements Section 3.3a of the NJ Standard Terms and Conditions version 05 09 06. The amount of the bid bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities web page at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. The bid bond must be submitted with the bidder's proposal. In the event the bidder has an annual bid bond on file with the Purchase Bureau, the bidder should so note in the appropriate box on the RFP signatory page.

g. Deliverable Cross-Reference

The bidder must complete the Proposal Cross Reference featured on the next page of this RFP and include the completed reference in its proposal. This reference specifically indicates where in the bidder's proposal each required deliverable is addressed and the tasks that are related to each deliverable. The bidder may insert additional lines in this exhibit in order to identify all tasks relevant to a deliverable.

Proposal Cross Reference

RFP Section	Task Title	Deliverable(s)	Proposal Section	Proposal Page
3.0		Hardware and Software Specifications		
3.1	Ongoing Project Management			
3.1.1		Status Meeting		
3.1.2		Status Report		
3.2	Phase 1 – Mobilization Period			
3.2.1		Mobilization Period Activities		
3.2.2		Project Start (Milestone)		
3.3	Phase 2 – Project Start Up			
3.3.1		Project Management Plan (PMP) / Project Schedule		
3.3.2		Quality Assurance Plan		
3.3.3		Configuration Management Plan		
3.3.4		Communication Plan		
3.3.5		Problem Management Plan		
3.3.6		Risk Management Plan		
3.3.7		Change Management Plan		
3.3.7.1		Workforce Transition Plan		
3.3.8		Change Control Plan		
3.3.9		Knowledge Transfer Plan		
3.3.10		Kick-Off Meeting (Milestone)		
3.4	Phase 3 – Requirements Definition			
3.4.1		Requirements Specification Document		
3.5	Phase 4 – Design Definition			
3.5.1		Gap Analysis Document		
3.5.2		High Level Design Document		
3.5.3		System Architecture Design Document		
3.5.3		Security Assessment Report – Design		
3.5.4		Capacity Analysis Plan		
3.5.5		Detailed Design Document		
3.5.6		Data Conversion Plan		
3.5.7		Test Plan		
3.6	Phase 5 – Construction and Implementation Planning			
3.6.1		Hardware and Software Acquisition Plan		
3.6.2		Implementation Plan		
3.6.3		User & Technical Documentation		
3.6.4		Training Documentation		
3.6.5		System Documentation		
3.6.6		Operations Guide		
3.6.7		Security Assessment Report – Construction		
3.6.8		Unit Tested Code (including) Unit Test Results Document		
3.7	Phase 6 – Testing and Conversion			
3.7.1		System Test Results Document		
3.7.2		User Acceptance Test (UAT) Results Document		
3.7.3		Security Assessment Report – UAT		
3.7.4		Capacity and Performance Test Results Document		
3.7.5		Pilot Test Results Document		
3.7.6		Security Assessment Report – Pilot		
3.7.7		Data Conversion Results Document		
3.7.8		Updated Documentation		
3.8	Phase 7 – Training and Implementation			

RFP Section	Task Title	Deliverable(s)	Proposal Section	Proposal Page
3.8.1		Master Copy of Training Material		
3.8.2		Pre-Implementation Computer-Based Training		
3.8.3		Training Database		
3.8.4		Security Assessment Report – Implementation		
3.8.5		Phased Training and Implementation		
3.9	Phase 8 – CASS Operations and Maintenance – Year 1			
3.9.1		Operations Reports (Weekly and Monthly)		
3.9.2		Help Desk Reports (Weekly and Monthly)		
3.9.3		Maintenance Reports (Weekly and Monthly)		
3.9.4		Security Assessment Report – Operations		
3.9.5		Turnover Plan		
	Phase 8 – CASS Operations and Maintenance – Year 2			
3.9.1		Operations Reports (Weekly and Monthly)		
3.9.2		Help Desk Reports (Weekly and Monthly)		
3.9.3		Maintenance Reports (Weekly and Monthly)		
3.9.4		Security Assessment Report – Operations		

4.4.2.3 SECTION 1 – PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

Note: This section is required to be part of the Draft Bid Proposal and the Final Bid Proposal.

a. Business Registration Certificate from the Division Of Revenue

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

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

b. Small Business Subcontracting

This is a contract with set-aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.2.4 SECTION 1 – FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL

Note: This section is required to be part of the Draft Bid Proposal and the Final Bid Proposal.

a. MacBride Principles Certification

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage at

<http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

b. Affirmative Action

The bidder is required to 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 State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage at

<http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

c. Services Source Disclosure Form

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form

(<http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>). Refer to Section 7.1.2 of this RFP.

4.4.2.5 SECTION 2 – TECHNICAL PROPOSAL

Note: This section is required to be part of the Draft Bid Proposal and the Final Bid Proposal.

In this section, the bidder shall clearly describe the bidder's approach and plans for accomplishing the work outlined in the Scope of Work, 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. As a part of its Technical Proposal, the bidder must use the project deliverables to create a deliverables matrix. This matrix must list each project deliverable from the RFP, the location of associated tasks within the RFP, and a specific cross-reference to the page and section of the bidder's proposal where that deliverable is addressed. This section of the bid proposal should contain at least the following information:

a. Management Overview

The bidder must present its understanding of the problems being addressed by this RFP, the State's objectives and intended results of the project, and the scope of services. The bidder must summarize how its proposed solution meets the State's objectives and achieves the requirements of this RFP. 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.

The bidder must identify and explain the rationale for the methodology to be used for the development effort, including the development tools, methods, and environment that will be employed. The bidder must address at a minimum, each of the following:

Bidder Approach to Requirements Definition

In the proposal, the bidder is required to propose a detailed plan of activities consistent with its methodology and approach. The activities of this task must include the following:

- **Conduct Requirements Validation** – The bidder must describe an approach to the use of Joint Application Design (JAD) and/or facilitated work sessions to gather the information needed from State staff. The approach to the JAD and/or facilitated work sessions must include, at a minimum, methodology (to include facilitation and documentation of sessions), tools, and preparation planning (including distribution of advance materials to session participants) Work sessions shall be scheduled to allow, at a minimum, ten (10) workdays notice to Subject Matter Expert (SME) Staff. The State Contract Manager will assist the contractor's Project Manager in identifying staff to attend and scheduling the meetings. The State prefers that work sessions be structured to limit the number of persons who must attend any work session to a maximum of fifteen (15) staff. The State assumes some work sessions will continue over two (2) or more workdays. While high-level CASS requirements are included as part of this RFP in Appendix 1, the bidder must plan for comprehensive reviews of these requirements during JAD sessions in order to identify and define lower level (derived) detailed requirements. The bidder's PMP and Project Schedule must demonstrate that sufficient time and resources have been allocated to JAD sessions, including the time to adequately prepare for each JAD and for the State SME Staff to review and comment on the session outcomes. The bidder's PMP and Schedule must avoid scheduling conflicts for State SME Staff in that an individual must not be scheduled for more than one (1) JAD per day and no more than two (2) JAD sessions per week.
- **Document Requirements** – The results of this process will be documented and presented in a Requirements Specification Document for DFD review and approval.
- **Develop Requirements Tracking Matrix** – This matrix shall document all functional and technical requirements and shall be maintained and updated throughout the design, development, and testing to ensure that all requirements are met and tested in the system.

Bidder Approach to Design, Development, and Implementation

In this section, the bidder must describe the proposed approach to the design, development, and implementation of CASS. Bidders must provide a copy of the proposed SDLC and describe the approach and methodology they will employ within the project tasks. The bidder must provide a description that includes:

- the tools and technical architecture that would best satisfy the State's requirements as stated in Appendix 1 – CASS Requirements;
- the features and benefits of the proposed COTS framework software, including a high-level assessment of how well the proposed COTS framework software meets the CASS requirements detailed in Appendix 1 – CASS Requirements;
- the approach to incorporating the framework or any other COTS software into the design and development of CASS;
- the minimum COTS framework and other third-party software specifications (software architecture) for an AIX system needed for all system environments (i.e. – development, test, training, production). This should also include all development and project management software. Specify the estimated, all-inclusive cost for all software, including warranty, as part of the price lines in Price Schedules 2a and 2b;
- the minimum hardware specifications (system architecture) based on AIX for all system environments, i.e., development, test, training, production. Specify the estimated, all-inclusive cost for all hardware, including maintenance and warranty, as part of the price lines in Price Schedules 2a and 2b;
- the approach and methodology for the design, development, and implementation tasks of the CASS project;
- the planned use of development tools and testing tools;
- the approach to acquiring a comprehensive understanding of the policy, procedures, rules, data, and the NJ DHS Logical Data Model;
- the State requires that the Bidder review the LAN/WAN network configuration and recommend modifications if necessary;
- description of the CASS technical architecture including any commercial off the shelf software (COTS) being proposed other than framework; and,
- the approach to systems, technical and user documentation, including sample systems and operations documentation.

Bidder Approach to Change Control

The bidder shall describe the proposed approach for accommodating change during the design, development, implementation, and operational and maintenance phases. Once the Requirements Specification Document has been accepted and approved by the State, the contractor must ensure that CASS accommodates any new or revised user requirements as directed by the State, which may result from changes to State and federal program law, regulations, and policies. Any proposed modification to the design specification and/or requirements must be recorded, regardless of whether the modifications are actually implemented. This description shall include:

- the bidder's approach to change control management
- the approach to change request evaluation (impact to schedule, budget and resources);
- a description of proposed change control tools; and
- the approach to change request implementation.

The bidder shall include a Service Level Agreement (SLA) detailing change control during the design, development, and implementation phases of the project. The SLA shall be submitted in the Draft Bid Proposal excluding pricing information.

Bidder Approach to Training

The bidder shall describe the approach to performing the training task, including change management, and communications. The bidder should base its approach and training costs on a total of 8,500 trainees. This description shall include

- the approach to the development of the training plans and curriculum;
- the approach to the development and maintenance of training materials;
- the use of Computer-Based Training (CBT) in the delivery of training.
- a description of the training and learning techniques to be employed, including the use of any special training systems or devices;
- the plan for accommodating the number and types of users to be trained within the time available for training;
- the approach to ensuring quality of training, including the evaluation of training, training materials, and trainees to ensure proficiency;
- the approach to incorporating change management and communication planning into training;
- the development, testing, and delivery sequence of training in relation to the proposed implementation strategy; and,
- the bidder's philosophy of change management, steps to minimize resistance and increase acceptance of CASS, communication initiatives, audiences to be targeted for change activities, workforce preparation initiatives and specific deliverables, and outputs related to change management.

Bidder Approach to Data Conversion

The bidder shall describe its approach to conversion of data from existing systems and paper files into CASS. In addition, the bidder shall describe its approach to supporting the State's manual conversion requirements. The proposal shall include:

- the methodology for data analysis;
- a definition of the data elements and requirements for automated conversion of existing data;
- a description of the approach for interfaces with current systems, including plans for conversion software development and use;
- the approach to data purification;
- previous experience in implementing data purification and conversion software for Bull mainframe databases and systems;
- the approach for manual data conversion; and
- the development, testing, and implementation of conversion in relation to the implementation release strategy described in RFP Section 3, Scope of Work.

Bidder Approach to CASS Operations and Maintenance

The bidder shall describe its approach and services in support of the ongoing operations and maintenance of CASS after implementation. The bidder shall propose a Service Level Agreement (SLA) to be used to support and manage the ongoing operations and maintenance of CASS, including security and backup and recovery assessments, full disaster recovery, help desk and change requests/change control during the operational and maintenance phase of CASS.

For each task, mere reiterations of RFP tasks and subtasks are strongly discouraged as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable, and appropriate and that the bidder's proposal will lead to successful contract completion. The bidder shall provide an SLA for all aspects of operations and maintenance in Phase 8 Years 1 and 2. The SLA submitted with the bidder's Draft Bid Proposal shall not include pricing information.

The SLA must include details for providing Level Two support for the CASS Help Desk. The bidder must consider the following factors when designing the help desk:

- Geographic location of support staff;
- Staffing levels;
- Skills required;
- Call routing;
- Problem escalation procedures;
- Problem ticketing;
- Problem logging;
- Response times;
- Assignment of priority; and
- Ability to search through previous problems to find resolutions for new problems.

The bidder must also include, at a minimum, the parameters discussed in RFP Section 3.9.2 when developing its SLA.

b. Contract and Project Management Plan

The bidder must describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. Samples of project status reports and outputs from automated project management/control tools must be provided whenever possible. This section of the proposal must include:

The bidder's approach to project management that addresses:

- how the bidder will ensure the quality of work performed by all project participants and ensure that all requirements are met;
- how the bidder proposes to interface with State staff;
- how the bidder will work with the QA contractor;
- approach to managing subcontractors (if proposed);
- reporting relationships; and
- the bidder's approach to project management, maintenance, and control tools (automated and manual) including problem identification, tracking, and resolution.

The bidder's methods for project status reporting including:

- examples of previous types of reports;
- Earned Value Management System;
- collection and use of project metrics to measure, monitor and report on task level progress;
- staffing and time estimating procedures; and

- approach to "corrective action," when required.

The bidder's approach to developing and maintaining the Project Work Plan;

The bidder's format and content of proposed deliverables including samples of deliverables where feasible;

The bidder's approach to producing the deliverables and obtaining State approval, internal quality control monitoring and deliverable completion, including sign-off procedures for deliverables and major activities;

The bidder's approach to managing the analysis and design activity as a collaborative effort with the State, QA Contractor, and other contracted resources addressing:

- how the bidder will achieve project milestones and key dates, and ensure the timely completion of tasks;
- the bidder's system development life cycle methodology (SDLC) and the interaction of State/contractor staff in the application of this methodology;
- the application of standards and controls perceived as key to the success of the project;
- use of walk-throughs or joint reviews of work products or deliverables;
- coordination of decisions across all involved parties;
- the Earned Value Management System (EVMS) to be used to identify major differences in planned and actual schedules;
- the bidder's approach to completing testing activities including capacity and performance testing as well as supporting the State's acceptance testing;
- the bidder's approach to change control and configuration management;
- the bidder's methodology for curriculum design and training;
- the bidder's approach to project management including:
 - achieving clearly defined project outcomes;
 - establishing metrics to verify the successful completion of each project task; and
 - managing the timely delivery of discrete project work products or deliverables as well as major decision points and milestones.
- the bidder's approach to the content and development of service level agreements (SLA) and monitoring compliance with performance under service level agreements; and
- the bidder's scheduling assumptions or constraints.

c. Project Schedule

The bidder must include an initial Project Management Plan including a Project Schedule as described in Section 3.3.1 using Microsoft Project 2000 or later. The Project Management Plan must be at a sufficient level of detail to allow the State's evaluators to clearly understand the proposed approach and the dependent tasks/activities or external factors that may impact upon the timely completion of the tasks. The project schedule must accurately reflect the proposed technical approach and the life cycle methodology. The proposed Project Management Plan must contain:

- staffing and team organization to accomplish the tasks identified in the Project Schedule;
- all task, deliverables, milestones and any significant events as envisioned by the Bidder;
- State deliverable review periods;
- all tasks broken down into activities, not to exceed four (4) staff weeks of effort per activity;

- all tasks and activities described where the activity name is not sufficient to describe the task or activity;
- a Gantt chart showing planned start and end dates for all tasks and activities, indicating the interrelationship of activities, and identifying the critical path; and
- key milestones that can be planned to evaluate go/no-go factors.

Except for the requirement that CASS be fully deployed within three (3) years of project start, there are no specific deadlines established for the completion of any specific task during the analysis, design, development, testing, and implementation of CASS. The bidder is required to propose a schedule for the completion of these tasks that it believes can be achieved. If the bidder believes CASS can be implemented in a shorter time frame, the bidder is encouraged to propose a shorter schedule. Although the tasks are described sequentially, it is recognized that the Ongoing Project Management task will span the project life cycle and that the proposed methodologies will involve task overlap and dependencies. The deliverables proposed by the Bidder must be identical to those identified in this RFP.

If the bidder chooses to begin work on a deliverable before a prior deliverable has been formally accepted by the State, the bidder is responsible for ensuring the subsequent deliverable is modified to reflect comments and/or changes identified by the State in the review and approval process of the preceding deliverable.

d. Mobilization and Implementation Plan

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

- (1) A detailed timetable for the mobilization and implementation period of one (1) month. This timetable should be designed to demonstrate how the bidder would have the contract up and operational within the period.
- (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 should show all management, supervisory and key personnel that will be assigned to manage, supervise, and monitor the bidder's mobilization and implementation of the contract within the period.

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

- (3) The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period.
- (4) The bidder must submit a plan for the purchase/lease and distribution of office space, equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.
- (5) The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

e. Hardware and Software

The bidder must provide a description, including graphic diagram(s) and technical specifications, of the hardware and software necessary to support CASS, including all of the environments, e.g., development, testing, training, production, etc. While it is not expected that all hardware and software can be specified prior to engagement and implementation, the State is requesting the contractor's best estimate regarding hardware, software, licensing, maintenance, warranty, etc., in order to evaluate and differentiate technical solutions and to gauge the total cost of ownership of the contractor's solution. The emphasis will be to purchase hardware and software that fits into the existing State hardware and software architecture and standards. (See Appendix 4.)

f. Potential Problems

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

4.4.2.6 SECTION 3 – ORGANIZATIONAL SUPPORT AND EXPERIENCE

Note: This section is required to be part of the Draft Bid Proposal and the Final Bid Proposal.

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

a. Location

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

b. Organization Chart (Contract Specific)

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

c. Resumes

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

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.

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

The bidder must provide resumes for each proposed key staff person, including the names of two (2) references for each candidate for work that has occurred within the most recent five-year period. These resumes and references will be used as part of the evaluation scoring process. At a minimum, resumes must be provided for the following key staff:

- Executive Manager;
- Project Manager;
- Deputy Project Manager;
- Team Leader for Requirements;
- Team Leader for Functional Design;
- Team Leader for Technical Design;
- Team Leader for Application Development;
- Team Leader for Testing;
- Team Leader for Change Management/Training;
- Team Leader for Conversion;
- Team Leader for Interfaces;
- Team Leader for Implementation;
- Team Leader for Security Assessments;
- Lead Technical System Architect;
- Lead Database Designer/Administrator.

In addition to assessing the specific experience of named individuals, the State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to successfully carry out the requirements of this RFP.

If project management or other key staff responsibilities are assigned to more than one individual during the project, resumes must be provided for each person proposed. Representative resumes of staff that substantiate that the bidder possesses resources sufficient to carry out the requirements of this RFP must also be supplied.

The Project Manager and key staff responsible for leading Requirements Analysis task must have a minimum of two-years experience with eligibility systems of similar size and scope as CASS.

The State will consider staff expertise and experience relevant to this RFP. The resumes should be formatted as depicted below.

Resume Format

<p>Name:</p> <p>Present Title:</p> <p>Role for this Project: <i>Proposed role for the CASS implementation contract.</i></p>

Experience Summary: *Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.*

Job A:

Employed from (month/year) to (month/year):

Title:

Employer name, phone number, fax number and/or e-mail address:

Employer address:

Specific Project A:

Customer name:

Current telephone number, fax number and/or e-mail address:

Brief project description:

Time period individual assigned to project:

Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background

School name (post-secondary education):

Location:

Type and date of degree received:

Specialized Training

Type of training and dates attended (months/year):

References:

Provide the following information for each of two (2) references.

Name:

Position:

Current telephone number, fax number and/or e-mail address:

Relationship:

d. Staff Availability and State Participation

In this section the bidder must complete three (3) charts to demonstrate the availability of proposed staff and the commitment for State personnel.

- Chart 1 must consist of a staff-loading chart showing the hours by task and release that each person will devote to accomplishing the RFP requirements and total staff hours to be devoted to the project.
- Chart 2 must show the bidder's expectation of State staff participation, in hours, for each task.
- Chart 3 must depict all known and/or anticipated commitments for proposed key staff that could conflict with their participation on the CASS project. The bidder must describe its plans to ensure that all key staff will be available as proposed.

For proposal evaluation purposes, the staff-loading chart shall assume no more than eight (8) work hours per day and no more than five (5) workdays per week. *Assumptions or constraints* used in preparing the staff loading charts must be clearly stated.

e. Backup Staff

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

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

f. 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.

g. Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. Similar in size and scope refers to projects of comparable cost involving the development of information systems that support federally funded human services programs including the Temporary Assistance for Needy Families (TANF), Child Care, Medicaid and Food Stamp Programs. Scope also refers to projects involving the design, development, testing and implementation of a solution that is web-enabled, secure browser based, consistent, scaleable, flexible, intuitive, extensible, reliable, and met required performance specifications.

A description of all such contracts must 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 must provide the name and telephone number of a contact person for the other contract party. A minimum of two references is required. Beginning and ending dates must also be identified for each contract.

The bidder should also provide examples of experience with the implementation of framework solutions of similar size and scope. Additionally, the bidder must identify examples of prior user training for systems of similar size and scope.

The bidder must provide specific details concerning prior and current litigation and/or formal administrative protests or actions such as notices of default, unsatisfactory performance, etc. involving state or federal government and private companies related to the quality of performance of similar systems for any local, county, state, or federal government agency, public or private association, or private organization.

h. Financial Capability of the Bidder

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

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

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

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

i. Subcontractor(s)

(1) **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.

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

(3) 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.

- (4) The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- (5) 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.
- (6) 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.

4.4.3 FINAL BID PROPOSAL CONTENT

4.4.3.1 RESPONSE SUMMARY

The third procurement step consists of the submission of the bidder's Final Bid Proposal to perform the Scope of Work, complete in all respects including both Technical and Cost Proposals. The Final Bid Proposal must be submitted in two separate, sealed volumes. The first volume will be the Technical Proposal that is divided into the applicable and required three (3) sections in the same manner as the Draft Bid Proposal. The second volume will be the Cost Proposal, sealed separately from the Technical Proposal. The Technical Proposal will be evaluated prior to the opening of the Cost Proposal.

The following narrative describes the required sections for the Final Bid Proposal and describes the format of the bid proposal, and the content of the material located therein. Each proposal should be prepared with tabs (separators), and the content material located behind each tab. Throughout the proposal, the bidder must reference each of their responses to the correlating RFP section/subsection number.

4.4.3.2 SECTION 1 – FORMS

The forms specified for inclusion in the Draft Bid Proposal are required to be resubmitted in this section as part of the Final Bid Proposal.

4.4.3.3 SECTION 2 – TECHNICAL PROPOSAL

In this section, the bidder shall submit the Final Technical Proposal, complete in all respects, and in accordance with Section 4.4.2.5 of this RFP.

4.4.3.4 SECTION 3 – ORGANIZATIONAL SUPPORT AND EXPERIENCE

In this section, the bidder shall submit the 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, complete in all respects, and in accordance with Section 4.4.2.6 of this RFP. This information should not have changed between the Draft Bid Proposal and the Final Bid Proposal. However, if there are changes to this section in preparation for the Final Bid Proposal Phase, the bidder must document all additions, deletions, or changes.

If the State is unable to contact one or more references for a bidder, the State will allow the bidder to provide alternative references within three (3) business days of the State's request for alternative references. To be compliant, alternative references must be provided if the required minimum number of references is no longer met due to the inability to contact original references.

If a subcontractor's experience is cited for a required reference, the response must include an "Intent to Partner" letter between the responding bidder and the subcontractor.

4.4.3.5 SECTION 4 – COST PROPOSAL

The State's price schedules are included as part of the RFP and are available from the web site at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. The State reserves the right to directly provide office space and some or all office equipment, software, and/or hardware for the CASS project and reduce the bidder's price by the corresponding amount.

The bidder must provide an estimated level of effort (LOE) necessary for the bidder to implement each requirement as contained in Appendix 1 – CASS Requirements. The estimates must be provided in LOE hours. The word "implement" is used to cover the entire software development lifecycle. The estimated LOE should correlate to the total number of hours that the bidder provides in the price schedules.

The bidder must utilize the price schedules provided by the State. In addition the bidder must provide a price for each item in the State-provided price schedules or the bidder's proposal may be deemed non-responsive.

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities web page at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this 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 bid proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of five (5) years. The State plans that the first three (3) years will be for design, development, implementation, operation, and maintenance of CASS, with two (2) years for post-implementation maintenance and support. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. If delays in the procurement process result in a change to 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 all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

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

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 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.

5.6 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.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

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

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

5.8 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 thirty (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.

In addition, as specified in 45 CFR 95.617(b), the State will grant unto the Federal government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 CLAIMS AND REMEDIES

5.13.1 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.

5.13.2 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.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.14 LATE DELIVERY

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

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230

33 West State St.
Trenton, New Jersey 08625-0230

5.15 RETAINAGE

The amount of retainage is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities web page at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.16 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 price schedule.

5.17 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.

5.18 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.

5.19 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.

5.20 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 price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule 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 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.

5.21 FORM OF COMPENSATION AND PAYMENT

This section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities web page at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal.

Payment will occur as follows:

- Ongoing Project Management (Price Schedule 1), payment shall be made monthly, but only after acceptance of associated deliverables by the State Contract Manager.
- Project phases 1 through 8 (Price Schedule 1), payment for deliverables shall be made at the conclusion of each respective phase of the project, but only after QRB review and acceptance. It shall be the responsibility of the contractor to schedule a meeting with the QRB and present deliverables for approval.
- Change Control deliverables (Price Schedule 1) shall be made at the conclusion of the respective phase, but only after QRB review and acceptance.
- Hardware maintenance (Price Schedule 2b) shall be made annually, but only after QRB review and approval.
- Software support (Price Schedule 2b) shall be made annually, but only after QRB review and approval.
- Office space, office furniture and office equipment (Price Schedule 3) shall be made annually, but only after QRB review and acceptance.

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

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

5.21.1 PAYMENT TO CONTRACTOR – OPTIONAL METHOD

Not applicable to this procurement.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities web page at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

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

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

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

2.2 Indemnification

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

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

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

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

5.22.3 INSURANCE – PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

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

5.23 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 with applicable matching funds being made available by the Federal government.

5.24 FEDERAL GOVERNMENT SPECIAL TERMS AND CONDITIONS

The contractor must grant the State and Federal government unrestricted access to any systems documentation and records related to New Jersey's CASS project in accordance with federal requirements at 45 CFR 95.615.

The contractor must provide the State Contract Manager with written assurance that no Federal funds will be used to lobby or influence a Federal officer or Member of Congress and that the contractor must file required Federal lobbying reports.

The contractor will be expected to comply with other Federal statutes including the Copeland "Anti-Kickback Act" (18USC874), Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and the Debarment Act.

5.25 COMPUTER VIRUS TRANSMITTAL

The contractor shall take measures to ensure that no data file it provides to the State contains a computer virus. In the event that a contractor-transmitted data file is found to contain a computer virus, the contractor shall be assessed liquidated damages equal to the amount of the

costs to correct and/or repair files as determined by the State Project Manager. Such sum shall be treated as liquidated damages and not as penalty.

6.0 PROPOSAL EVALUATION

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 VENDOR SITE VISITS

All qualified bidders which submit a Draft Bid Proposal to this RFP may be required to schedule, at a minimum, a one (1) day site visit at a site in the continental United States where the bidder has designed, developed, implemented and/or operates a system that is comparable to CASS or is a conceptual equivalent as determined by the State. The purpose of such presentations is to provide an opportunity for the State to assess the viability of the bidder's proposed concept by viewing an operational equivalent.

At the site visit, the bidder must make available knowledgeable bidder staff for the purpose of describing the host application, and answering questions pertaining to and about the host application. No comments regarding other bidders or proposals will be permitted and bidders may not attend competitor site visits.

It is the State's sole option to determine if bidder site visits will be held. It will be the responsibility of the Qualified Bidder to propose appropriate bidder staff to participate in the site

visit, subject to State acceptance and approval. It shall be the responsibility of the Qualified Bidder to make all on-site preparations for the site visit. The State shall be responsible for all travel, lodging, and per diem expenses of its visiting personnel. The request to provide a site visit, if any, shall not imply acceptance or rejection of any bid(s).

By submitting a Draft Bid Proposal, the qualified bidder agrees that it may be required to provide such a site visit, provide access to the site, provide access to knowledgeable host site staff, and that it fully understands the obligation.

Failure to provide State staff with a required site visit, if requested, may result in the Qualified Bidder's Draft Bid Proposal being removed from consideration for contract award.

6.4 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

6.4.1 BIDDER QUALIFICATIONS EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, shall 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 later in the evaluation process.

Response Requirement	Evaluation Criteria
Bidder History, Background and Viability	Bidder general experience of the firm Bidder financial strength of the firm
Bidder Experience	Depth of specific functional experience by the firm Depth of specific technical experience by the firm References Response of the firm Ability to implement desired solution by the firm
Representative Project Team and Staffing	Project Manager depth and similarity of experience including education and certifications Project Staff depth and similarity of experience

6.4.2 TECHNICAL EVALUATION CRITERIA

- a. The bidder's general approach and plans in meeting the requirements of this RFP.
- b. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- c. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.

- d. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- e. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.4.3 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price in the price schedules located on the Advertised Solicitation, Current Bid Opportunities web page at <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

6.5 BID DISCREPANCIES

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

6.6 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

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

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

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

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

- a. **Contribution** – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b. **Business Entity** – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity 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 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; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)

directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

- a. The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods
- b. Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.
- c. Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 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.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a

public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>.

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

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

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

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

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36579.shtml>. 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 signatory page 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 signatory page 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.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

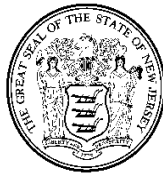
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

September 6, 2006

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Bid Due Date: **November 28, 2006** (2:00 PM ET)

ADDENDUM #1

The following constitutes Addendum #1 to the above-referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	1	1.1, "Purpose and Intent"	The RFP references a forthcoming QA RFP, can you tell me about when it will be released? (2814)	Vendors are encouraged to monitor the State's "Anticipated Bid Opportunities" web page at http://www.nj.gov/treasury/purchase/anticipated_bid_ops.shtml . Additional or more specific release information cannot be provided.
2	1-2	1.2.1, "History"	Is a transfer system from another state acceptable? Is a custom solution acceptable?	A transfer system is acceptable provided it is based on a non-proprietary COTS framework. A custom solution is not acceptable.
3	1-2	1.2.1, "History"	Please clarify the meaning and intent of COTS and "non-proprietary".	To meet the non-proprietary condition, the COTS framework source code, once purchased, must be owned and modifiable by the State.
4	22	1.4, "Key Events"	To ensure that bidders understand the State's procurement schedule, and submit proposal responses as required, would the State please provide the actual due date and time for each of the three proposal submissions – Qualifications Proposal; Draft Bid Proposal; and, Final Bid Proposal? (2873)	The Electronic Question Due date is changed to 9/11/2006, 5:00 PM ET. Qualification Proposals are due 10/2/2006, 2:00 PM ET. The Letter of Intent to Qualify will be released on 10/16/2006. Draft Bid Proposals are due 10/30/2006. The due date for the Final Bid Proposal continues to be 11/28/2006, 2:00 PM ET.
5	66	4.4.1	Clarify what must be in the Qualification Proposal.	The contents of the Qualifications Proposal are presented in RFP Section 4.4.1 and its subsections.
6	67	4.4.1.1	Please clarify second to last paragraph.	If a bidder intends to utilize subcontractors, then that bidder's Qualifications Proposal must contain an "Intent to Partner" letter signed by both the prime bidder and the subcontractor. Such an "Intent to Partner" letter must be contained in the Qualifications Proposal for each subcontractor the bidder intends to utilize for the contract resulting from this RFP.
7	67-68	4.4.1.3, "Bidder Experience and References Response"	In this section the State provides 3 areas of experience for the bidder to qualify to respond to this bid. We would like to clarify if the areas of	Yes, but it is preferred that the subcontractor has previously contracted with the bidder to perform like services, as applicable.

#	Page #	RFP Section Reference	Question	Answer
			<p>experience are for the prime vendor only, or can the subcontractors' (who are part of the prime vendor's team) references and experience count toward the qualification requirements that need to be met in order to respond to this bid? For example</p> <p>Company A - Prime Vendor Company B - Subcontractor 1 Company C - Subcontractor 2 Company D - Subcontractor 3</p> <p>Could we use references and experience requirements of Subcontractor 1 and Subcontractor 2 to meet areas of experience outlined in Section 4.4.1.3? (2828)</p>	
8	67-68	4.4.1.3, "Bidder Experience and References Response"	Clarify the relationship of the bidder and subcontractors, including what must be supplied in the bid and the requirements of substituting subcontractors anywhere in the process.	Refer to question #7 and to RFP Section 5.7 for clarification of subcontractor substitutions.
9	94-95	5.22.2, "Indemnification"	Will the State consider decreasing the indemnification from 500%?	The State is revising the indemnification in RFP Section 5.22.2 to 100% of the value of the contract.
10	104	7.4, "Performance Bond"	Is our understanding correct that the Performance Security is set at 100% of contract value? Is the contract value for the full five years of the contract duration or the first 3 years of the contract, i.e., Requirements, Design, Construct, Test and Implementation? Are the two years of maintenance part of the Performance Security Bond? Based on other RFPs issued from the State and the department, the performance security bond is usually set between 20-30% of contract value. For example - NJ Child Support RFP, the bond was set at 20% of the contract value. (2829)	The performance bond is set at 100% of contract value. Contract value includes the full five years of the contract's duration. The two years of maintenance are part of the performance bond.
11	104	7.4, "Performance Bond"	Will the State consider decreasing the bond down from 100%?	The State is not changing the performance bond percentage. Refer also to question #10 above.

PART 2
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications						
1	~	~	<p>The first page of the RFP (containing the State seal) is modified as indicated below.</p> <table border="1" data-bbox="578 594 1458 722"> <thead> <tr> <th data-bbox="578 594 1146 625">Event</th> <th data-bbox="1146 594 1300 625">Date</th> <th data-bbox="1300 594 1458 625">Time</th> </tr> </thead> <tbody> <tr> <td data-bbox="578 625 1146 722"> Bidder's Electronic Question Due Date (Refer to RFP Section 1.4.2 for more information.) </td> <td data-bbox="1146 625 1300 722">9/11/06</td> <td data-bbox="1300 625 1458 722">5:00 PM</td> </tr> </tbody> </table>	Event	Date	Time	Bidder's Electronic Question Due Date (Refer to RFP Section 1.4.2 for more information.)	9/11/06	5:00 PM
Event	Date	Time							
Bidder's Electronic Question Due Date (Refer to RFP Section 1.4.2 for more information.)	9/11/06	5:00 PM							
2	24-25	1.5.4, "Contents of Bid Proposal"	<p>RFP Section 1.5.4 is replaced in its entirety with the language indicated below.</p> <p style="text-align: center;"><u>1.5.4 CONTENTS OF BID PROPOSAL</u></p> <p>Subsequent to bid opening, all information submitted by the bidder in its Qualifications Proposal, Draft Bid Proposal, Final Bid Proposal and Cost Proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, <u>N.J.S.A. 47:1A-1 et seq.</u>, and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.</p> <p>A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. <u>The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.</u></p> <p>Draft Proposals, minutes of Confidential Discussions, and any record of negotiation after Final Bid Proposals are received will not be available for public inspection until the Division issues a Notice of Intent to Award a contract. All final bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.</p>						

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
3	66	4.4.1, "Qualifications Proposal Content"	The sentence, "Reference RFP Section 1.3.1.", is deleted.
4	66	4.4.1.1, "Response Summary"	The first bullet is changed from "Signed cover letter" to "Signed cover letter, referencing bid number 07-X-36579."



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

September 22, 2006

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Bid Due Date: **November 28, 2006** (2:00 PM ET)

ADDENDUM #2

The following constitutes Addendum #2 to the above-referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	-	-	Could you please provide a list of the vendors that attended the pre-bid conference? (2933)	This information is available on the web at: http://www.nj.gov/treasury/purchase/bid/summary/07x36579.shtml and is identified as Attachment #7.
2	-	-	Will the State consider an open source solution in part or full? (2934)	The State will not consider an open source solution.
3	-	-	During the bidder's conference, "ownership of the framework" was referenced. We are not clear as to your intent. Commercial off the shelf software may be licensed; however, ownership per se is not transferred. Please clarify what "ownership" means as it relates to commercial off the shelf software solutions. (3017)	Please refer to Question #4 below.
4	1	1.2.1, "History"	<p>Certain statements in Section 1.2.1 requesting a non-proprietary COTS framework solution seem to conflict with Section 5.8, entitled "Ownership of Materials". Therefore, we request that you please confirm that our understanding (as set forth in statements below) is correct?</p> <p>The State is not precluding a proprietary COTS solution utilizing pre-existing intellectual property (Background IP) as long as: (i) such intellectual property is identified in the bid proposal and (ii) the State is granted 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 (in accordance with Section 5.8 of the RFP). The State will have ownership rights in all software</p>	<p>The following text is added to the RFP:</p> <p>5.8.1 Escrow Agreement</p> <p>The contractor or subcontractor, as the case may be, is subject to an Escrow Agreement in which the contractor or subcontractor and the State will establish an escrow with an independent agent or the State may act in its sole option as its own escrow agent, who will provide for the retention, administration, and controlled access of the original and derivative work. Any fees associated with the deposit of proprietary software with an independent agent shall be the contractor's sole responsibility. This agreement shall be supplementary to all license agreements and shall be subject</p>

#	Page #	RFP Section Reference	Question	Answer
			<p>modifications, enhancements and all associated documentation that are designed, developed or installed with State and/or Federal funds under the contract. All third-party COTS products would continue to be owned by such third parties. (3071)</p>	<p>to the review and approval by the State.</p> <p>Under the following circumstances or events of default, the State shall automatically be permitted access to the source code of any proprietary software and/or derivative work of the contractors and/or subcontractors:</p> <ul style="list-style-type: none"> • Contractor/subcontractor becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or • Contractor/subcontractor applies for or consents to the appointment of a trustee, receiver or other custodian for contractor, or makes a general assignment for the benefit of its creditors; or • Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against contractor/subcontractor, and if such case or proceeding is not commenced by contractor/subcontractor, it is acquiesced in or remains undismissed for sixty days (60) days; or • Contractor/subcontractor ceases to do business, and/or ceases to perform, support and maintain the licensed system, the Escrow Agreement or any other applicable agreement with licensee or the State; or • The contract is terminated for any reason, prior to the normal expiration dates as are set forth in the contract; or the portion of the contract pertaining to the operation and maintenance is terminated for any reason; or • The contractor fails to pay any fee of the Escrow Agent; or • Contractor/subcontractor takes any corporate or other action to authorize or in furtherance of any of the foregoing. <p>The contractor/subcontractor grants the State, their successors</p>

#	Page #	RFP Section Reference	Question	Answer
				<p>and assigns, an irrevocable, nonexclusive, paid-up right and license to use, execute, reproduce, display, perform, maintain, support, upgrade and modify the license system, and distribute the same internally, and to prepare derivative works based on the licensed system, exclusively for the operation of CASS or what is otherwise necessary for the fulfillment of licensee's obligation under its contract or subcontract, following the occurrence of an event of default. Licensee or the State may engage the services of third parties to enable their access to the benefits of the license granted herein. The provisions of the section shall survive the termination of this Escrow Agreement following the occurrence of an event of default. The contractor shall include this section in its entirety as part of all subcontracts entered into in furtherance of the contractor's obligations hereunder.</p>
5	2	1.2.1, "History"	<p>Can we assume that a COTS framework that has already received funding approval from the U.S. Departments of Agriculture and Health & Human Services will be acceptable under this RFP? Will the State accept a framework solution that has not been approved as a COTS product by the Federal agencies? (3037)</p>	<p>If a framework solution has not yet been approved by Federal agencies it may be acceptable, provided it meets Federal regulations and Federal approval standards. Bidders are reminded that the award of the CASS contract is subject to approval by all Federal funding sponsors.</p>
6	2	1.2.1, "History"	<p>Please provide a definition of COTS framework. In the human services area, there are only three to our knowledge: CURAM, @Vantage and Harmony. Is the State implying that competition is limited to prior implementations of these frameworks? (3040)</p>	<p>A COTS framework solution contains core human services business functions and the tools to build on those functions. Prior implementation of one of the products cited in the question is not part of the requirement.</p>
7	2	1.2.1, "History"	<p>Does the State anticipate licensing COTS software directly from the licensor, if the licensor is not the prime contractor for the project? If not, is the prime contractor responsible for licensing the software on the State's behalf?</p>	<p>The prime contractor is responsible for including in its bid proposal the COTS software licenses, including enhancements and maintenance. The State reserves the right to purchase the licenses as part of the CASS contract or directly from the</p>

#	Page #	RFP Section Reference	Question	Answer
			(3067)	COTS software vendor or via a third party.
8	2	1.2.2, "Goals and Objectives"	The goals appear to be technically oriented. Can the State please share the business problems that it hopes to resolve? (3068)	The State's business problems are presented in Appendix 6, "Preparation Project Requirements Document".
9	2	1.2.2, "Goals and Objectives"	CASS objectives include "Integrate existing systems and processes to the extent possible", "common front-end and client registration process", and "develop a system that is client-centered". What level of business process redesign does the State plan in order to gain efficiencies and meet these objectives beyond addition of new technology? (3072)	The State does not anticipate business process redesign in order to meet the CASS objectives.
10	3	1.2.2, "Goals and Objectives"	In this section it states "Implemented on the DHS expanded base infrastructure platform consisting of IBMRS/6000 Scalable Parallel (SP) servers using AIX UNIX (latest release)". Is the contractor required to propose IBM RS/6000 infrastructure, or are other vendors allowed? Are there any specific vendors excluded? Are there any specific storage vendor requirements? (3077)	The State requires IBM RS/6000 SP servers for the hardware platform. There are no specific storage requirements.
11	3	1.2.2, "Goals and Objectives"	"Utilize Oracle (latest release) as a database server" – Does this statement mean that the State wants the latest release of Oracle available at the start of the project or does it mean we should price our proposal to continually upgrade Oracle to the latest release during the term of the contract? (3070)	The proposal should include the price to maintain Oracle at the latest or "second" latest levels. The State reserves the right to purchase Oracle as part of the CASS contract or directly from the COTS software vendor or via a third party.
12	4-5	1.2.2, "Goals and Objectives"	Can the State provide a breakdown of the 8,500 users, e.g., full-time State employees, service providers, external agencies, etc.? Of the State employees, can the State provide a broad breakdown of numbers by job type/function? (3036)	A breakdown of the 8,500 users will be provided to the successful bidder after contract award.
13	4-5; 16	1.2.2, "Goals and Objectives"; 1.2.5, "CASS"	Early in the RFP a total number of DFD and DMAHS staff is provided and programs in scope are listed. Later in the document (p 59) the	Please see the answer to Question #12 above.

#	Page #	RFP Section Reference	Question	Answer
		Project Organization"	RFP indicates that 8,500 State, county, municipal and private agency staff are to be trained. Please provide the following information: number of users by location, agency, program and number of cases/clients by program type (list on pages 4-5). (3077)	
14	5	1.2.2, "Goals and Objectives	Is this a comprehensive listing of the special initiatives and/or processes that must be supported? If not, can you please provide? Is this a comprehensive listing of all Medicaid Categories of Assistance offered by the State of New Jersey for both families and children and aged, blind and disabled? Does this program include both Specified Low Income Medicare Beneficiary (SLMB) and Qualified Medicare Beneficiary (QMB)? (3083)	The following is a complete, comprehensive list of Special Initiatives as of 1/06: Supportive Assistance to individuals and Families; Center for Hispanic Policy, Research and Development Career Development Initiative; Hispanic Outreach and Advocacy Initiative; Family Violence Option initiative; Faith and Community-Based Collaborative: Support Services for the WFNJ Post-TANF Population; Substance Abuse Initiative; Second Chance Homes; TANF Initiative for Parents; Mental Health Initiative; Refugee Resettlement Program; Repatriation program; NJ Hunger Prevention and Nutrition Assistance Program; Supplemental Work Support Program; Legal Services of NJ/SSI Initiative; Workmen's Compensation; Transportation Block Grant; Transportation Plus Block Grant; Extended Work Pass/Work Pass Program; and Individual Development Account. Yes, this is a comprehensive listing of all Medicaid Categories of Assistance offered by the State of New Jersey for both families and children and aged, blind and disabled. Yes, this program includes both Specified Low Income Medicare Beneficiary (SLMB) and Qualified Medicare Beneficiary (QMB).
15	6	1.2.4, "CASS Features and Functionality"	Should the CASS system be available 24 hours, 7 days a week with no interruptions for scheduled maintenance? (3083)	Yes.
16		1.2.4, "CASS Features and Functionality"	(a) Should the CASS system be available 24 hours, 7 days a week with no interruptions for scheduled maintenance? (b) There are a number of bullets describing functionality that would	(a) Yes. (b) The CASS solution will require a financial component. (c) CASS will be web-based and access will be through an internet service provider. The specifics

#	Page #	RFP Section Reference	Question	Answer
			<p>usually be performed using an accounting/financial product. Does DFD expect the CASS solution to include a financial package or just to provide integration points to an existing finance system?</p> <p>(c) Enabling workers to have access to up-to-date information while they are out of the office. The term 'access' could leave bidders open to a wide range of interpretations. What is the State's expectations around out of office access?</p> <p>(d) Is the MES a subsystem within the MMIS, or are they two separate entities?</p> <p>(e) Support the determination of eligibility for more than one month at a time. The data entered could be for months in the past, current month, and future months. Is the previous statement is requesting multiple eligibility periods for an application, correct?</p> <p>(f) Please explain your concept of the relationship between cases, households, and assistance groups. A case number is a unique number not tied to any person or address? Assistance Groups represent programs or categories of assistance within the case?</p> <p>(g) Are "archiving" and "purging" being used interchangeably here? If not please explain online history versus archived. How much history is to be retained online?</p> <p>(h) At what point is information archived? And at what point is archived information purged? (2997)</p>	<p>concerning access to the system while workers are out of the office will be determined during the Requirements Validation Process.</p> <p>(d) The Medicaid Eligibility System is not currently part of the MMIS. The MMIS has a recipient subsystem; however, it is not the source system for Medicaid eligibility. That exists separately and is housed at OIT.</p> <p>(e) Yes.</p> <p>(f) The term "case" would refer to a record or official file of an assistance unit. This record would include, but is not limited to, forms, chronological narrative, correspondence, records of work requirement compliance and other documents pertinent to the application and eligibility of the assistance unit. An "assistance unit" generally refers to a single adult without dependent children; a couple without dependent children; dependent children only; or a person or couple who are legally or blood related to or the legal guardian of one or more dependent children who live together as a household unit who are receiving some type of assistance; i.e. TANF, Medicaid, Food Stamps, etc., whereas "assistance group" refers to all assistance units which comprise a particular form of assistance, be it a TANF assistance group, Medicaid assistance group, Food Stamp assistance group, etc.</p> <p>"Household" commonly refers to all individuals living under the same roof, some or all of which could be termed an assistance unit. There may be some individuals residing in the household who are not part of an assistance unit (i.e. the assistance unit shares the domicile with others). A case number is not "tied" to any particular address. Currently, case numbers are generally "tied" to a particular assistance unit as long as this unit continues to reside in the county in which the case number was assigned. The unit may go on and off assistance and will usually retain the same case number as long as they continue to reside in the same county. However, if the assistance unit moves outside of their original county of</p>

#	Page #	RFP Section Reference	Question	Answer
				<p>residence, that unit would receive a new case number from the new county of residence.</p> <p>(g) "Archiving" and "Purging" are not used interchangeably in Section 1.2.4. Archiving refers to the ability to move, retain, manage and retrieve data to an electronic storage medium. Purging refers to the timely destruction of records when the applicable retention period has expired.</p> <p>(h) That information will be determined through the Requirements Validation Process.</p>
17	7	1.2.4, "CASS Features and Functionality"	<p>Are "archiving" and "purging" being used interchangeably here? If not, please explain online history versus archived. How much history is to be retained online? At what point is information archived? And at what point is archived information purged? (3083)</p>	<p>"Archiving" and "Purging" are not used interchangeably in Section 1.2.4. Archiving refers to the ability to move, retain, manage and retrieve data to an electronic storage medium. Purging refers to the timely destruction of records when the applicable retention period has expired.</p> <p>The State currently maintains all case history online dating back to January 1997 because of program policy that limits the receipt of benefits to five (5) years. Currently, information is neither archived nor purged.</p> <p>The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.</p>
18	7	1.2.4, "CASS Features and Functionality"	<p>One of the requirements in this section is: "Assuring that system development and operations of CASS are in accordance with Federal regulations and guidelines related to Section 508 compliance and the Americans with Disabilities Act (ADA)." (a) Will the State validate Section 508 compliance of the COTS framework as part of the evaluation process? (b) If the COTS framework does not comply with Section 508, will it be</p>	<p>The State cannot provide additional information or details about the bid evaluation process beyond what is provided in RFP Section 6.0, "Proposal Evaluation".</p>

#	Page #	RFP Section Reference	Question	Answer
			eliminated from consideration by the State? (3039)	
19	7-11	1.2.4, "CASS Features and Functionality"	There are a number of bullets describing functionality that would usually be performed using an accounting/financial product. Does DFD expect the CASS solution to include a financial package or just to provide integration points to an existing finance system? (3083)	The State requires the CASS solution to have a financial component.
20	8	1.2.4, "CASS Features and Functionality"	Under "CASS General Features", does the State require a data conversion to "imaged files" of all existing paper documents or is the imaging component only anticipated to be in effect for documents generated after the CASS system goes live? (3041)	CASS must be able to integrate with the Document Imaging Management System currently under development. The imaging component applies to forms and documents generated after the CASS system goes live.
21	8	1.2.4, "CASS Features and Functionality"	Under "CASS General Features", in client registration, the State is looking to maintain a common identifier for all recipients on CASS and across related systems. Would the State please identify these related systems? Does DHS have existing common requirements and design across these related systems? (3042)	The requirement is to assign unique case and member identifiers on CASS. Specific requirements regarding its use across related systems are yet to be identified.
22	9	1.2.4, "CASS Features and Functionality"	Enabling workers to have access to up-to-date information while they are out of the office. The term 'access' could leave bidders open to a wide range of interpretations. What is the State's expectations around out-of-office access? (3083)	CASS will be web-based and access will be through an internet service provider. The specifics concerning access to the system while workers are out of the office will be determined during the requirements validation process.
23	9; 11-12	1.2.4, "CASS Features and Functionality"	Please explain your concept of the relationship between cases, households, and assistance groups. A case number is a unique number not tied to any person or address? Assistance Groups represent programs or categories of assistance within the case? (3083)	The term "case" refers to a record or official file of an assistance unit. This record includes, but is not limited to, forms, chronological narrative, correspondence, records of work requirement compliance and other documents pertinent to the application and eligibility of the assistance unit. An "assistance unit" generally refers to a single adult without dependent children; a couple without dependent children; dependent children only; or a person or couple who are legally or blood related to or the legal guardian of one or more dependent children

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				<p>who live together as a household unit who are receiving some type of assistance, i.e., TANF, Medicaid, Food Stamp benefits, etc.; whereas "assistance group" refers to all assistance units which comprise a particular form of assistance, be it a TANF assistance group, Medicaid assistance group, Food Stamp assistance group, etc.</p> <p>"Household" refers to all individuals living under the same roof, some or all of which could be termed an assistance unit. There may be some individuals residing in the household who are not part of an assistance unit, i.e., the assistance unit shares the domicile with others).</p> <p>A case number is not "tied" to any particular address. Currently, case numbers are generally "tied" to a particular assistance unit as long as this unit continues to reside in the county in which the case number was assigned. The unit may go on and off assistance and will usually retain the same case number as long as they continue to reside in the same county. However, should the assistance unit move outside of their original county of residence, that unit would receive a new case number from the new county of residence.</p>
24	10	1.2.4, "CASS Features and Functionality"	Is the MES a subsystem within the MMIS, or are they two separate entities? (3083)	The Medicaid Eligibility System is not currently part of the MMIS. The MMIS has a recipient subsystem, however, it is not the source system for Medicaid eligibility. That exists separately and is housed at OIT.
25	10	1.2.4, "CASS Features and Functionality"	Support the determination of eligibility for more than one month at a time. The data entered could be for months in the past, the current month, and future months. Is the previous statement requesting multiple eligibility periods for an application? (3083)	Yes.
26	20	Section 1.3.2 item B, last sentence	Is it still the State's intent to not allow subcontractors to be a part of the technical discussions? (3001)	Subcontractors are not to be included in the technical discussions.
27	22	1.4, "Key Events"	At the bidders conference, it was mentioned that the State is planning	This information was provided in Addendum 1 and is available at

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			on extending the timeframe for Qualifications Proposal (Step 3). Will the State please confirm that the due date is no longer the Start Date + 4 weeks? Also, when does the State anticipate providing this information to vendors? (2958)	http://www.nj.gov/treasury/purchase/bid/summary/07x36579.shtml .
28	22	1.4, "Key Events"	Vendor would like to get clarification on the dates for submitting the "Qualifications Proposals". Vendor is assuming the "Start Date (SD)" is "09-05-06" (Date of Issue of the RFP). Is that a correct assumption? Based on this assumption of the "Start Date" being 09-05-06, the last date for submitting the "Qualifications Proposals" is "10-03-06" (4 Weeks from the Start Date - Date of Issue of the RFP). Is Tuesday, October 03, 2006 the correct date? What is the cut-off time for submitting this "Qualification Proposal"? Should the "Qualifications Proposal" follow the same guidelines defined in Section 4.3 Number of Bid proposal Copies. (3075)	Please refer to Addendum 1, Part 1, question #4 and also to question #118 below. Yes, the number of copies as described in RFP 4.3, "Number of Bid Proposal Copies", also applies to the Qualifications Proposal.
29	23	1.4.4, "Confidentiality and Non-Disclosure Agreement"	Will the State be issuing a nondisclosure agreement for respondents to sign? (3067)	If the State issues a Confidentiality and Non-Disclosure Agreement, it will do so after the Qualified Proposers have been identified.
30	30	3.0, "Scope of Work"	In the case where products, e.g., hardware, software, etc., are available on the State's existing contracts, does the State intend on acquiring these products through the existing contract or through the winning bidder? (3018)	The State may purchase these products through existing contracts or through the successful bidder, depending on which is most advantageous to the State.
31	33	3.2.1, "Mobilization Period Activities"	Will the State agree to reimburse mobilization-related costs (facilities, furnishings, equipment, etc.) incurred by the contractor in the event of an early termination of the agreement? (3067)	No.
32	33	3.2.1, "Mobilization Period Activities"	Is the office space requirement for State and QA staff stated here also required after implementation and through the Maintenance Phase? If there is a reduction in State staff, then what is the anticipated number of staff that would need office	The Office space required for State and QA staff will continue to be required after implementation and through the Maintenance Phase. The State cannot anticipate the number of State staff that would need office space in the event of a reduction in

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			space? (3077)	staff.
33	33	3.2.1, "Mobilization Period Activities"	Regarding space requirements at the project office, does the State require any offices and if so, how many? Are there any ergonomic requirements? If so, please specify. (3077)	The State requires offices as identified in RFP Section 3.2.1. Ergonomic requirements must conform to OSHA industry guidelines.
34	33	3.2.1, "Mobilization Period Activities"	Will the State provide workstations for State staff who work on the project site? (3077)	Yes, the State provide workstations for State staff who work on the project site.
35	40-41	3.3.9, "Knowledge Transfer Plan"	Page 33 the RFP refers to space needed for 28 State project staff. (a) Are these staff the primary target of the Knowledge Transfer Plan? (b) Will these 28 State supplied staff be dedicated full-time to the project? If not, what is the anticipated percentage of time they will be dedicated to the project? (3077)	Yes, these 28 State human resources are the primary target of the Knowledge Transfer Plan and will be dedicated full-time to the project.
36	41	3.4.1, "Requirement Specifications Document"	The Requirements Specification Document includes documentation of the "As Is" workflow and procedures. Appendix 6 provides "As Is" workflows as of 2003(?). But the "To Be" functions in Appendix 6 do not illustrate any major redesign of the business processes. Is this correct? (3077)	Yes, it is correct that the "To Be" functions contained in Appendix 6 do not contain any major redesign of the business processes.
37	41	3.4.1, "Requirement Specifications Document"	To what degree does the State intend to standardize functions across all counties? (3077)	Public assistance in New Jersey is state-supervised and county-administered. The State's goal is to standardize functions across counties. The degree of standardization will depend upon the nature of business processes in each county.
38	48	3.5.6, "Data Conversion Plan"	Can the State describe which systems and the details behind where data currently resides that will be converted into CASS? Which of those systems are included in Appendix 2? (3077)	Please refer to Appendix 2, which includes all systems.
39	48	3.5.6, "Data Conversion Plan"	Does historical data include any closed cases beyond the federally mandated timeframes? If yes, how many closed cases exist? If no, how many closed cases exist that need to be converted by program? Do all notices that need to be	Historical data includes closed cases beyond the federally mandated timeframes. The number of closed cases cannot be determined. All notices that need to be converted do not exist in the Bull mainframe. It is acknowledged that some of the

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			converted exist in the Bull mainframe? If no, where and in what format does notices exist. (3078)	requirements are defined at a high level and, therefore, lack a preferred degree of specificity. However, bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and estimated costs.
40	48-49	3.5.6, "Data Conversion Plan"	What is the scope of any manual data conversion effort? Can the State supply samples/forms of each type of data that must be manually entered into the new system? Is there any non-Bull data in electronic format that must be converted in addition to the Abacus data? If so please identify the platform and type of data. In order to accurately estimate the scope of the data conversion and migration tasks, an automated analysis of the current legacy applications is required. If possible, please supply Bull application source code as soon as possible accurately size the conversion effort. (2998)	Most information is automated but there may be some manual data conversion, which cannot be quantified at this time. The State cannot at this time supply samples/forms of each type of data that must be manually entered into the new system. Yes, there may be additional county systems that require conversion to CASS. It will be the contractor's responsibility, through the Requirements Validation Process, to identify the platform and type of data that must be converted in addition to Abacus data. Bull application source code will not be provided at this time.
41	51-52	3.6.3, "User and Technical Documentation "	Will the policy manuals be available in electronic format at the start of the project? Are the current policy manuals all formatted in a consistent manner? Will State subject matter experts assist in the cross-referencing of policy items with the corresponding data fields? (3084)	Yes, the policy manuals will be available in electronic format at the start of the project. The current policy manuals are in Microsoft Word format. Yes, the State subject matter experts will assist in the cross-referencing of policy items with the corresponding data fields.
42	52	3.6.3.1, "User Documentation "	How many hard copy user manuals must the State require? Will the State provide the policy manuals in electronic format and the SME expertise to identify policy to specific CASS functionality? (3084)	The State expects that each user will require a hard copy of the user manual. This number is estimated to be 5,000; however, the State reserves the right to reduce this number as necessary. The State requires each user to have a hard copy of the user manual. This number is estimated to be 5,000; however, the State reserves the right to reduce this number as necessary. Yes, the State will provide policy manuals in electronic format and the SME expertise to identify policy to specific CASS functionality.
43	56	3.7.5, "Pilot Test"	Can the go/no-go decision be made prior to the end of the 3 months in order to effectively modify rollout and associated implementation	Inasmuch as RFP Section 3.7.5 does not refer to a decision point ("go/no-go"), the first question cannot be answered at this time.

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			activities if required with minimal disruption to users? Consequently, can the Pilot Test Results document be delivered prior to the end of the 3 month Pilot phase? (3084)	The Pilot Test Results document cannot be delivered prior to the end of the three-month pilot phase.
44	59	3.8.5, "Phased Training and Implementation "	(a) Is there a maximum timeframe from the end of training to go-live date of phased implementation for any one user group? (b) What encompasses technical training? (c) How many staff and where are they located? (d) Are these part of the 8,500 users? (e) Does the State have a preference for what proportion can be classroom training verses CBT and WBTs? (f) What is the demography of the 8500 trainees, by county, by job and by system function? Can DHS provide a breakdown of the number of staff by the above categories by location/offices that equates to the total of 8,500 staff users and other stakeholders. Please indicate State employers, county or specify others. Staff #'s to be trained by office. (2999)	(a) Maximum time from the end of training to implementation for any user group should be no more than one (1) month. (b) Technical training refers to training of State staff regarding operation and maintenance of CASS. The contractor shall train all users in the features of the system relevant to their job functions until the rollout of CASS is completed. (c) Staff are located throughout the state in State, county, and private agencies. (d) Yes. (e) The State's preference is classroom training for all users, supplemented by self-guided computer-based instructional CDs and web-based training subsequent to classroom training. (f) A breakdown of specific staff location and function will be provided to the successful bidder after contract award.
45	60	3.8.5.1, "Implementation Training"	Is there a State preference for office/location or module rollout, or that has been successfully utilized in past implementations in NJ? (3084)	The rollout will occur by office/location.
46	60	3.8.5.2, "Classroom Facilities"	Will the locations to be used for overview training be obtained at the State's expense? (3067)	The contractor must include an estimated cost of the training facilities in the bid.
47	60	3.8.5.3, "Training Staff"	Please explain what "certify the Contractor's trainers before training begins" entails. (3084)	Trainers will be required to demonstrate a level of competency to the satisfaction of the CASS Program Director and the State Contract Manager.
48	61	3.9.1, "Operations"	This section indicates that the contractor is responsible for ensuring that system software operates properly and is protected against software errors, but operation of the host platform is a State responsibility. Can the State clarify how the contractor is	The contractor is responsible for the operation of the system software. The State is responsible for the operation of the host (hardware) platform.

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			expected to ensure this? (3067)	
49	61	3.9.1, "Operations"	This section indicates that software and data corrections are considered complete when CASS has been error free in production for one month. Will the State consider a correction complete if production errors are not the result of the correction or are moderate in nature? (3067)	No, the State affirms the language contained in RFP Section 3.9.1.
50		3.9.2, "Help Desk"	(a) Can the contractor's Help Desk Tier 2 access all needed applications and systems needed to manage Tier 2 type questions remotely (outside of State network) after regular business hours? (b) How many State staff does the State expect the contractor to train for HD Tier 1 for CASS tasks? (c) Does the State expect this to happen prior to Statewide implementation? (d) Where is the Help Desk Tier 1 located? (2999)	(a) Yes, provided that appropriate security provisions are in place. (b) In all likelihood the number of State staff the contractor will be expected to train for Tier 1 Help Desk will be not more than 15. (c) Yes. (d) The Tier 1 Help Desk shall be located at 12A Quakerbridge Plaza, Hamilton, NJ.
51	64	3.9.3, "Maintenance"	Does the State consider any enhancement to be part of the contract 2 year maintenance period? (3084)	Yes, enhancements are part of the two-year maintenance period.
52	64	3.9.3, "Maintenance"	(a) What service level agreement does the State anticipate for maintenance support? (b) Are there expected service levels in addition to those for help desk support in Section 3.9.2? (c) As indicated in the next-to-last paragraph in Section 3.9.3, what maintenance support is to be provided during development? (3067)	(a) Pursuant to 4.4.2.5 the State expects the bidder to propose a service level agreement to be used in the support and management of ongoing operations and maintenance for CASS. (b) The service levels in 3.9.2 pertain only to the help desk. The vendor is to propose all other service levels. (c) The operation of the system is expected to begin during development. The bidder is required to provide maintenance prior to the implementation phase. Maintenance services include all functions associated with securing application software stability, including system fixes required to correct any defect in the software or documentation or in the incorporation of system modifications. The contractor must manage the software configuration to maintain and migrate software to the testing, training and production environments. The contractor must

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				ensure comprehensive unit, integration, system, regression, and performance testing in preparation for the installation of system enhancements. As part of ongoing CASS maintenance, the contractor must keep CASS no more than one release back from the most current release of all software tools used by CASS.
53	66	4.3, "Number of Bid Proposal Copies"	When the State asks for one CD to be in editable and "writable" PDF format, does it mean Microsoft Word? (3077)	The CD containing an editable and "writable" file will be in Adobe portable document format with no password or password-enforced edit restrictions.
54	66	4.4.1.1, "Response Summary"	Is the Cover Letter that is to be submitted with the Qualifications Proposal the same as the Cover Sheet Form, or is this referring to a separate transmittal letter to be written by bidders? (3079)	The cover letter that is to be submitted with the Qualifications Proposal is a separate transmittal letter from the bidder on its company letterhead to the State.
55	72; 84	4.4.2.3(b), "Small Business Subcontracting" and 4.4.2.6(i), "Subcontractor(s)"	Do the subcontracting goals apply if the contractor performs all services in-house, or are contractors required to subcontract a portion of the services? (3067)	The subcontracting goals apply if the prime contractor intends to utilize subcontractors, however, a contractor is not required to utilize subcontractors.
56	69; 73	4.4.2.2a and b, "Signatory Page" and "Ownership Disclosure Form", respectively, and 4.4.2.4b and c, "Affirmative Action" and "Services Source Disclosure Form", respectively	Can the State provide the forms in Microsoft Word? (3077)	The forms are not available in Microsoft Word format. The State can only provide these forms in PDF format as is currently available on the web at http://www.nj.gov/treasury/purchase/bid/summary/07x36579.shtml .
57	84-85	4.4.2.6(h), "Financial Capability of Bidder"	If the contractor is a publicly traded corporation, will the State accept form 10-K in satisfaction of the State's requirement for certified financial statements?	A form 10K filed with the SEC is an acceptable form of certified financial statement.
58	87	5.5, "Contractor Responsibilities"	Will the State agree to modify the second paragraph of this section as follows, to better align it with	No, the State affirms the language contained in RFP Section 5.5.

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			<p>standard business practices?</p> <p>The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required, in writing, to be provided by contractor under the contract. The contractor shall, without additional compensation, make reasonable diligent efforts to correct or revise errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The State acknowledges that contractor does not warrant uninterrupted or error-free operation of any deliverable or service or that contractor will correct all defects. 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. (3025)</p>	
59	87-88	5.5, "Contractor Responsibilities"	Please clarify the length of the warranty term and when it commences. (3067)	The bidder may include in its bid response a proposed warranty for products it will provide as part of its solution. Any warranty(ies) proposed by the bidder are in addition to RFP Section 5.5 and do not supplant this RFP section.
60	88	5.8, "Ownership of Material"	Will the State agree to also allow contractor to include in its response the additional license terms applicable to contractor's, or its subcontractor's pre-existing work as well as include a statement in Section 5.8 that the rights granted pertain only to copyrights in any new materials delivered by contractor to the State under the agreement, that no patents are conveyed thereby, and that in the event the parties	No, the State affirms the language contained in RFP Section 5.8.

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			need to address patents, the parties will mutually agree upon the necessary additional clauses at such time? (3026)	
61	89	5.9, "Data Confidentiality"	To better align this section with common business practices relative to protection of information identified as confidential, would the State agree to clarify this provision by including a statement that: (a) nothing in the RFP or related documentation will disable contractor's ability to use the ideas, concepts, or know-how learned or developed during the contract term; (b) confidential information will be marked with a restrictive legend of the State prior to being disclosed (or if not marked with such legend or is disclosed orally, will be identified as confidential at the time of disclosure); (c) the obligations with respect to confidential information created by the contract will survive until five years following the initial date of disclosure; and (d) confidential information shall not include information that (i) is or becomes available to the public other than by disclosure by contractor in violation of the Data Confidentiality provision; (ii) was demonstrably known to contractor previously with no obligation to hold it in confidence; (iii) is independently developed by contractor without recourse to the confidential information; or (iv) was rightfully obtained by contractor from a third party without an obligation of confidentiality? (3026)	No, the State affirms the language contained in RFP Section 5.9.
62	90	5.13.3, "Remedies for Failure to Comply with Material Contract Requirements"	Will the State agree to add the following language in lieu thereof? If contractor fails to comply after receiving (a) written notice by the contractor's non-performance or failure to comply with any material contract requirements, and (b) a thirty day period to cure such non-performance or non-compliance, NJ may take steps to terminate the contract in accordance with	The State agrees to add the referenced language to RFP Section 5.13.3, "Remedies for Failure to Comply with Material Contract Requirements."

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			the State's Administrative Code. (3027)	
63	92-93	5.21, "Form of Compensation and Payment"	Hardware Maintenance (Price Schedule 2b), Software Support (Price Schedule 2b) and Office space, office furniture and office equipment (Price Schedule 3) each indicate that they will be paid annually. Does the State intend for that to be at the beginning of the year or at the end of the year? (3077)	The State intends for payment to be made at the end of the year.
64	94	5.22.1, "Patent and Copyright Indemnity"	<p>This vendor is willing to defend any claim or lawsuit brought by a third party in which the third party alleged that the customer's use or other exploitation of the materials supplied by the vendor infringes their copyright or patent. Consequently, will the State agree to amend their provision and insert the following substitute language in lieu thereof?</p> <p>Liability – Copyrights</p> <p>(a) The contractor shall fully indemnify, defend and hold harmless the State of New Jersey, its officers, agents, servants and employees, from any and all damages, liability, losses and costs of any nature or kind (including reasonable attorney fees) paid to or for the benefit of any third party asserting a claim in any suit or action pursuant to any judgment a court finally awards or that are included in a settlement approved by contractor, arising from, relating to, or on account of, a third party's claim that the use of any copyrighted composition, trademark, trade secret, patented invention, article or appliance furnished by contractor in the performance of the Contract infringes that party's patent or copyright.</p> <p>(b) The State of New Jersey agrees: (1) to promptly notify the contractor in writing of such</p>	No, the State affirms the language contained in RFP Section 5.22.1.

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			<p>claim or suit; (2) that the contractor shall have sole control of the defense or 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. (3028)</p> <p>(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) If contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to contractor on its written request. Upon written request, the contractor shall provide the State with the basis of such determination. Contractor will then give the State a credit equal to: (i) for equipment, the State's net book value provided the State has followed generally-accepted accounting principles; (ii) for a program, the amount paid by the State for the affected program; and (iii) for materials, the amount the State paid contractor for the creation of the materials.</p> <p>(d) The above is contractor's entire obligation to the State regarding any claim of infringement. Contractor shall have no obligation regarding any claim based on any of the following: (i) anything incorporated by the State (and not suggested nor recommended by the contractor) into a product or materials and without the express written consent and acknowledgement of the contractor, which consent if</p>	

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			<p>given would expressly state that contractor would continue to provide the intellectual property rights infringement indemnity hereunder, or contractor's compliance with any designs, specifications, or instructions provided by the State or by a third party on the State's behalf; (ii) the State's modification of a product or materials not suggested nor recommended by contractor, and without the express written consent and acknowledgement of the contractor, which consent if given would expressly state that contractor would continue to provide the intellectual property rights infringement indemnity hereunder; (iii) the combination, operation, or use of a product or materials with any product, data, apparatus, or business method that contractor did not provide, suggest, nor recommend, and without the express written consent and acknowledgement of the contractor, which consent if given would expressly state that contractor would continue to provide the intellectual property rights infringement indemnity hereunder, or the distribution, operation or use of a product or materials for the benefit of a third party outside the State; or (iv) any non-contractor program or non-contractor product alone. (3029)</p>	
65	94	5.22.1, "Patent and Copyright Indemnity"	<p>Will the State agree to revise the contractor's patent infringement indemnification obligations so that the contractor is not obligated to indemnify against infringement arising from third party software? (3067)</p>	<p>No, the State affirms the language contained in RFP Section 5.22.1.</p>
66	94	5.22.2, "Indemnification"	<p>The limitation of liability is far greater than we can accept as a matter of company policy. Will the State accept a lower limitation of liability pegged to amounts actually paid for the services? (3067)</p>	<p>The indemnification was modified by Addendum 1, Part 1, item number 9.</p>

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67	94	5.22.2, "Indemnification"	<p>The vendor has some concern with the 5X cap. Consequently, will the State agree to delete and replace with the following substitute language?</p> <p>Indemnification – Liability</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>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 contractor shall not be liable for special, consequential, or incidental damages; loss of or damages to data or lost profits, business revenue, anticipated savings or goodwill. (3030)</p>	Please refer to question #66 above. In addition, the State is maintaining the language contained in RFP Section 5.22.2.
68	95	5.22.3,	The vendor respectfully requests	No, the State affirms the language

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		"Insurance – Professional Liability Insurance"	the State's consideration of inclusion of a statement that contractor is not required to name the State as an additional insured with respect to Worker's Compensation Insurance. (3031)	contained in RFP Section 5.22.3.
69	95	5.22.3, "Insurance – Professional Liability Insurance"	Will the State accept a combination of Errors & Omissions and Umbrella Liability coverage in satisfaction of the \$5,000,000 E&O coverage requirement? (3067)	Yes, provided the Umbrella Liability coverage specifically provides Errors & Omissions insurance.
70	95-96	5.25, "Computer Virus Transmittal"	<p>The vendor requests that the provision be a bilateral one. Would the State incorporate the following in lieu thereof?</p> <p>There are many virus detection programs available that assist customers in detecting and removing most known viruses or Harmful Code from a system. Provided the customer has in use the most current anti-virus protection code available, Contractor warrants that it has not intentionally placed any Harmful Code into the Deliverable Materials provided under this Agreement. Contractor's sole obligation under this warranty and the State's exclusive remedy is for the Contractor to replace such Deliverable Material with the same Deliverable Material not containing such intentionally placed Harmful Code. "Harmful Code" is defined for these purposes as a self-propagating program that infects and damages another program. A disabling device is not considered Harmful Code. (3031)</p>	The State is maintaining the language contained in RFP Section 5.25.
71	95	5.25, "Computer Virus Transmittal"	Will the State agree to limit the contractor's liability for viruses to the contractor's failure to employ measures intended to ensure that viruses are not introduced? (3067)	The State is maintaining the language contained in RFP Section 5.25.
72	101	7.0, "Contract Award"	Given the complexity and important nature of this engagement, it is in the best interest of both the State	Pursuant to RFP Section 6.6, "Negotiation and Best and Final Offer (BAFO)", negotiation occurs after the

#	Page #	RFP Section Reference	Question	Answer
			and the selected vendor to be able to negotiate the specifics of the contract and clarify any concerns either party had during the procurement process prior to starting work. Does the State anticipate negotiating the details of this procurement with the awarded contractor? (3043)	opening of bids and prior to contract award.
73	104	7.4, "Performance Bond"; also Signatory Page, item 9	<p>Will the State consider reducing the performance bond requirements from 100% of contract value to the IT industry standard of 10-15% of contract value?</p> <p>Requests for a bond of this size are not customary in the IT industry due to the limited capacity of these types of instruments. If all deals required bonds at this level, companies that do business in the state and local government marketplace would not be able to pursue many contracts and their portfolios would be severely limited.</p> <p>Having a bond of this magnitude acts to restrict competition under this procurement and will prevent the state from considering otherwise potentially valuable solutions. Smaller companies will not have the ability to qualify for a bond this high. Larger companies now have limited bonding ability as a result in changes in the surety market in recent years and high bond amounts (amounts in excess of 10-15%of the contract value), are especially difficult to secure. Many bond companies are now requiring that companies partially or fully collateralize performance bonds, increasing overall bonding costs. Management of larger companies must now prioritize opportunities in order to conserve their ability to obtain bonds for future and existing business opportunities.</p> <p>The State has a myriad of contractual remedies and project management tools that should obviate the need for a bond this high, and provide the state with more than adequate protections. We hope that the state will change this requirement to expand, not</p>	The Performance Bond amount is reduced to 25% of the contract's value.

#	Page #	RFP Section Reference	Question	Answer
			<p>narrow, the pool of qualified bidders. Since the state's answer to this question will impact some vendors decision to submit a bid for this procurement, an expeditious response from the state on this matter will be greatly appreciated. (3069)</p>	
74	104	7.4, "Performance Bond"; also Signatory Page, item 9	Please clarify the contractor's obligation to furnish a performance bond, specifically the amount of the bond to be furnished. (3067)	Pursuant to RFP Section 7.4, the contractor must provide a performance bond within thirty (30) days of contract award. Section 7.4 provides a more thorough description of the performance bond requirements and the operations related to the bond. Refer also to Question #68.
75	104	7.4, "Performance Bond"; also Signatory Page, item 9	<p>Vendor requests the State place the Performance Security bond at 20% of the contract value, similar to the Performance bond for the Child Support Enforcement System (ACSES) RFP that was issued and awarded this year. Vendor understands that the current performance security bond percentage raises the cost for the implementation of the project, but also provides the State assurance against the failure of this project. Secondly the current performance bond value will not be conducive for many vendors to bid, thus ultimately reducing the choices for selection for the State. The "unlimited liability" clause in the RFP can provide the State with the assurance they need; if the project fails. The vendor would like to know if the "unlimited liability" clause along with the Performance Security Bond set at 20% of contract value would be acceptable to the State as an alternative to having the Performance Security Bond set at 100%. (3074)</p>	Please see the answer to question #68 above.
76	104	7.4, "Performance Bond"	This section requires that a performance bond be issued. For the first year of the contract, the performance bond percentage of 100% is to be applied to the estimated total contract amount for the full term of the contract. On	Please see the answer to question #68 above.

#	Page #	RFP Section Reference	Question	Answer
			<p>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 100% percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor. Imposing such a performance bond requirement would impair the State's ability to attract the most qualified contractors, and thereby increase the State's cost of contracting. A performance bond requirement correlating to the funded value of the contract for the current fiscal year is a standard part of commercial contracts and routinely accepted by leading states. Will the State change or negotiate the terms of this section to reduce the amount of the performance bond to be commensurate with the funded value of the contract for the fiscal year in question? (3044)</p>	
77	-	New Jersey Standard Terms and Conditions Section 3.13, "Performance Guarantee of Bidder"	Will the State agree to allow Section 3.13 of the State of New Jersey Standard Terms and Conditions to be replaced or supplemented with contractor's standard commercial warranties? (3031)	No, the State will not accept vendor standard commercial warranties in addition to or in lieu of Section 3.13 of the Standard Terms and Conditions.
78	-	New Jersey Standard Terms and Conditions Section 3.19, "Maintenance of Records"	<p>Would the State agree to include the following clarification in the RFP to enable the contractor to protect its confidential and proprietary information?</p> <p>For purposes of this Section 3.19 of Appendix 1, 'records' shall not be defined to include confidential information such as pricing methodology, trade secrets, personnel data, cost or profit data, and research and development data and the like. Contractor shall have no obligation to provide access to contractor or third party confidential or proprietary information. (3031)</p>	No, the State affirms the language contained in Section 3.19 of the Standard Terms and Conditions.
79	-	Appendix 1,	Please confirm that the only	The bidder must provide an estimate

#	Page #	RFP Section Reference	Question	Answer
		CASS Requirements	required response to Appendix 1, CASS Requirements, is for the bidder to provide an estimated level of effort to implement each requirement listed. (3077)	level of effort (LOE) necessary to implement each requirement identified in Appendix 1. The estimates must be provided in LOE hours. The word "implement" is used to cover the entire software development life cycle. The estimates must correlate to the bidder's cost estimates as contained in Price Schedule 1.
80	-	Appendix 1, CASS Requirements	How does the level of effort in the requirements section relate to the overall hours that are being sized and included in the individual tasks section and schedule 1 of the cost proposal? (2965)	There will be a proportionate relationship, as stated in Appendix 1.
81	-	Appendix 1, CASS Requirements	In what format are the policy and procedure manuals? (2995)	Policy and procedure manuals are in Microsoft Word format.
82	-	Appendix 1, CASS Requirements	Electronic signature: Does the State really mean digital signature? If so, what type of signature pads, if any, are currently being used? (2995)	The State is looking for digital signature capability in CASS. This function is not currently in use within DFD.
83	-	-	Please provide any metrics to be used for initial sizing of the solution. <ul style="list-style-type: none"> • Usage profiles, peak loads • Internal versus External users • Number of Citizens and Transaction volumes • Number of external agencies and transaction volumes • Total data volumes per year - Number of claims per year and data recorded per claim. (2995) 	The requested metrics will be provided to the successful bidder after contract award. The State has provided information in the RFP and its appendices at a level sufficient for the bidder to present a technical proposal and a cost proposal.
84	1	Appendix 1, CASS Requirements	A-002 – Please confirm the State is requesting for the vendor to provide an option to both "link" to the existing imaging system and provide an imaging solution if the link is not available. When would vendors know the linking option is not available? (3045)	The bidder should craft its bid response to link to the State's existing imaging system.
85	1	Appendix 1, CASS Requirements	A-003 – Please confirm the State is requesting for the vendor to provide an option to both "link" in addition to providing a solution to provide imaging capabilities. Please clarify capabilities in this requirement. (3046)	Please refer to the answer to Question #75.

#	Page #	RFP Section Reference	Question	Answer
86	1	Appendix 1, CASS Requirements	Would the State please identify where the 'eclectic business processes' are defined for this requirement? (3047)	"Eclectic business processes" refers to the variations in the basic business processes employed by the county welfare agencies and are not further defined in the RFP and its appendices.
87	2	Appendix 1, CASS Requirements	A-018 – This requirement refers to the SFNJ program's policy and procedures manual. Would the State please indicate how large this collection is? Are all manuals available in electronic format? If so, please indicate the format. (3048)	There are nine (9) policy and procedure manuals available electronically. These manuals are: WFNJ; Child Care Services; Child Support Program; Families First program; FAMIS Coding; FAMIS Edits; Food Stamp Program; Home Energy Assistance; and OMEGA. The manuals are all available electronically in Microsoft Word format.
88	2	Appendix 1, CASS Requirements	A-018 – What is the difference between this question and the one in A-017? (3082)	Requirement A017 includes all of DFD's policy and procedure manuals. Requirement A018 is encompassed in A017.
89	3	Appendix 1, CASS Requirements	B-009 – Please clarify this requirement as it relates to security plans. (3049)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
90	3	Appendix 1, CASS Requirements	B-016 – Is a copy of the OIT standards available for review prior to the development and submission of our proposal? (3050)	With regard to any system or application development standard that is not referenced in either the State of New Jersey Shared IT Architecture document (www.state.nj.us/it/ps/it_architecture.pdf) published by OIT or the Distributed Information Technology Architecture Document (Appendix 4) published by the Department of Human Services, the contractor shall be guided by the Project Management Institute's (PMI) standards and practices, and/or processes defined in Institute of Electrical and Electronics Engineers (IEEE) Standard 1074, IEEE Standard for Developing Software Life Cycle Processes, and IEEE/EIA Standard

#	Page #	RFP Section Reference	Question	Answer
				12207.0, Industry Implementation of International Standard ISO/IEC 12207 Standard for Information Technology – Software Life Cycle Processes, as appropriate.
91	4	Appendix 1, CASS Requirements	B-019 – Are the security standards limited to standards documented in Appendix 5 of this RFP? (3052)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
92	4	Appendix 1, CASS Requirements	B-020 – Duplicate of B-016. Is a copy of the OIT standards available for our review prior to the development and submission of our proposal? (3053)	With regard to any system or application development standard that is not referenced in either the State of New Jersey Shared IT Architecture document (www.state.nj.us/it/ps/it_architecture.pdf) published by OIT or the Distributed Information Technology Architecture Document (Appendix 4) published by the Department of Human Services, the contractor shall be guided by the Project Management Institute's (PMI) standards and practices, and/or processes defined in Institute of Electrical and Electronics Engineers (IEEE) Standard 1074, IEEE Standard for Developing Software Life Cycle Processes, and IEEE/EIA Standard 12207.0, Industry Implementation of International Standard ISO/IEC 12207 Standard for Information Technology – Software Life Cycle Processes, as appropriate.
93	4	Appendix 1, CASS Requirements	B-024 – Please clarify the DHS single sign-on requirement. (3054)	One logon allows the user access to various functional capabilities, determined by the user's access profile.
94	4	Appendix 1, CASS Requirements	Please confirm the programs where geocoding must be provided. (3055)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1

#	Page #	RFP Section Reference	Question	Answer
				– will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
95	4	Appendix 1, CASS Requirements	B-027 – Could you please provide an example of the software to which you are referring? (3033)	The selection of such software is at the discretion of the bidder.
96	4	Appendix 1, CASS Requirements	B-029 – Please confirm who is responsible for providing the facility specified in this requirement. Can the backup tool be third party? (3056)	It is expected that the State will provide the facility (physical location) specified in the requirement. Yes, the backup tool can be provided by a third party provided it conforms to the DHS Distributed Information Technology Architecture contained in Appendix 4.
97	5	Appendix 1, CASS Requirements	B-047 – Please confirm that this requirement can be satisfied by the implementation of third party software. (3057)	Third-party software, contingent upon approval by DHS, may be implemented to meet requirement B-047.
98	6	Appendix 1, CASS Requirements	Please clarify the vendor's responsibilities with regard to providing secure facilities. (3058)	Since the State will house the system hardware, the physical security of the facility will be the responsibility of the State. The contractor must cooperate with the State in maintaining the physical security of the facility that will house system.
99	6	Appendix 1, CASS Requirements	C-012 – Please confirm that CASS must be designed to operate in both connect and disconnect mode. (3059)	Yes, CASS must operate in both connect and disconnect mode with respect to the local capture of data.
100	9	Appendix 1, CASS Requirements	Please provide details around what the State requires with regard to "word processing" capabilities as it relates to this requirement. (3060)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
101	9	Appendix 1, CASS Requirements	Can the State please provide additional detail on the Central Active Client Index? (3082)	Additional information on the Central Active Client Index is not available at this time.

#	Page #	RFP Section Reference	Question	Answer
102	12	Appendix 1, CASS Requirements	Please confirm if the vendor awarded this procurement is responsible for making changes to ACSES. (3061)	The contractor for CASS will not be responsible for making changes to ACSES.
103	14	Appendix 1, CASS Requirements	E-081 – Please provide specifics on the State's desired access and its usage of gateways and other Internet facilities. (3062)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
104	16	Appendix 1, CASS Requirements	F-013 – Can the State please expand on this requirement? (3082)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
105	16	Appendix 1, CASS Requirements	G-001 – Can the State please expand on this requirement? (3082)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
106	17	Appendix 1 – CASS Requirements	G-007 – Please confirm the usage of AFDC versus TANF as it relates to this requirement. (3063)	In this instance AFDC is synonymous with TANF.
107	22	Appendix 1 – CASS Requirements	G-073 – Please confirm the usage of AFDC versus TANF as it relates to this requirement. (3064)	JOBS is now the WFNJ Program, and AFDC is synonymous with TANF in this instance.

#	Page #	RFP Section Reference	Question	Answer
108	26	Appendix 1 – CASS Requirements	J-008 – The type of alerts viewable must be based upon county's specific parameters selected at the county level. Can the State please provide further clarification on this requirement? (3082)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
109	37	Appendix 1 – CASS Requirements	N-015 – Need to have the ability to do mail merge using database from this system or other databases from the local office. How many other databases is the State considering? What are the database formats of these? (3082)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
110	37	Appendix 1 – CASS Requirements	N-017 – Are the templates for these counties different from each other? Are there different legal notices from the rest of the counties? We're trying to understand what is different. (3082)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
111	38	Appendix 1 – CASS Requirements	N-029 – Recognizing the need for multiple languages is a requirement, which languages are of utmost priority that must be implemented first? What is the definitive language requirement? The requirement is that the language type not be limited but there is level of effort for various language formats. (3082)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.

#	Page #	RFP Section Reference	Question	Answer
112	38	Appendix 1 – CASS Requirements	Workers will have the capability to add free-form comments to all notices. Does the State really want the ability for freeform text to "all" notices? (3082)	The requirement is the ability to enter freeform text on all notices.
113	44	Appendix 1 – CASS Requirements	Q-009 – Please confirm the usage of AFDC versus TANF as it relates to this requirement. (3065)	In this instance AFDC is synonymous with TANF.
114	46	Appendix 1 – CASS Requirements	Q-034 – ALPHA-X – If this capability is available within the new CASS system, is it still a requirement to interface with it? Is there a larger population included within ALPHA-X than what will be in CASS? (3033)	If Alpha-X capability is available within the new CASS, the new CASS must still interface with Alpha-X. There is a larger population included within Alpha-X than what will be in CASS.
115	46	Appendix 1 – CASS Requirements	Q-035 – What support needs to be provided for electronic exchange between local agencies and banks for account reconciliation or issuance? Would CASS be expected to act as an intermediary, receiving data from a local agency and forwarding it to the bank (and visa-versa), or would the local agencies and the banks communicate directly with the local agencies forwarding a copy of all exchanged data to CASS? (3032)	The State has provided its requirements at a level sufficient for the bidder to present a technical proposal and a cost proposal. Additional information about this requirement – as well as the other requirements contained in Appendix 1 – will be provided to the contractor during Phase 3 (Requirements Definition). Bidders are expected to rely upon knowledge and experience gained on prior engagements to estimate level of effort and costs.
116	-	Appendix 6	The RFP has a Scope of Work in Section 3.0 and Appendix 1. Can you confirm that Appendix 6 is provided for background information only and are not requirements that need to be addressed? (3077)	Appendix 6 is provided for background information only.
117	-	Appendix 6	This document appears to be three to four years old? Is there a more current APD Update that the State could share? (3077)	There is not a more current APDU that the State may share.
118	2	Addendum 1, Part 1, #4	Please provide the due "time" for the Draft Bid Proposals. (3066)	Draft Bid Proposals are due 10/30/2006 at 2:00 PM ET.
119	-	-	Will the State's answers to questions during the Q&A period, which alter the provisions of the RFP, be consolidated into one or more RFP addenda for issuance to all contractors? (3067)	Per RFP Section 1.4.2, "Electronic Question and Answer Period" (p 23) and Section 1.5.1, "Addenda: Revisions to This RFP", yes.

PART 2
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
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#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	89	5.8, "Ownership of Material"	<p>The following text is added to the RFP:</p> <p>5.8.1 Escrow Agreement</p> <p>The contractor or subcontractor, as the case may be, is subject to an Escrow Agreement in which the contractor or subcontractor and the State will establish an escrow with an independent agent or the State may act in its sole option as its own escrow agent, who will provide for the retention, administration, and controlled access of the original and derivative work. Any fees associated with the deposit of proprietary software with an independent agent shall be the contractor's sole responsibility. This agreement shall be supplementary to all license agreements and shall be subject to the review and approval by the State.</p> <p>Under the following circumstances or events of default, the State shall automatically be permitted access to the source code of any proprietary software and/or derivative work of the contractors and/or subcontractors:</p> <ul style="list-style-type: none"> • Contractor/subcontractor becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or • Contractor/subcontractor applies for or consents to the appointment of a trustee, receiver or other custodian for Contractor, or makes a general assignment for the benefit of its creditors; or • Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against contractor/subcontractor, and if such case or proceeding is not commenced by contractor/subcontractor, it is acquiesced in or remains undismissed for sixty days (60) days; or • Contractor/subcontractor ceases to do business, and/or ceases to perform, support and maintain the licensed system, the Escrow Agreement or any other applicable agreement with licensee or the State; or • The contract is terminated for any reason, prior to the normal expiration dates as are set forth in the contract; or the portion of the contract pertaining to the operation and maintenance is terminated for any reason; or • The contractor fails to pay any fee of the Escrow Agent; or • Contractor/subcontractor takes any corporate or other action to authorize or in furtherance of any of the foregoing. <p>The contractor/subcontractor grants the State, their successors and assigns, an irrevocable, nonexclusive, paid-up right and license to use, execute, reproduce, display, perform, maintain, support, upgrade and modify the license system, and distribute the same internally, and to prepare derivative works based on the licensed system, exclusively for the operation of CASS or what is otherwise necessary for the fulfillment of licensee's obligation under its contract or subcontract, following the occurrence of an event of default. Licensee or the State may engage the services of third parties to enable their access to the benefits of the license granted herein. The provisions of the section shall survive the termination of this Escrow Agreement following the occurrence of an event of default.</p> <p>The contractor shall include this section in its entirety as part of all subcontracts entered into in furtherance of the contractor's obligations hereunder.</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
2	104	7.4, "Performance Bond"; also Signatory Page, item 9	The Performance Bond amount is reduced to 25% of the contract's value.



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

October 27, 2006

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Final Proposal Due Date: **December 20, 2006** (2:00 PM ET)

ADDENDUM #3

This document constitutes Addendum #3 to the above-referenced solicitation.

RFP Section 1.4, "Key Events" on page 22, is modified as follows:

- The Letter of Intent to Qualify will be released on 11/17/2006.
- Draft Bid Proposals are due 11/28/2006, 2:00 PM ET.
- The due date for the Final Bid Proposal is 12/20/2006, 2:00 PM ET.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

December 11, 2006

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Final Proposal Due Date: **February 28, 2007** (2:00 PM ET)

ADDENDUM #4

This document constitutes Addendum #4 to the referenced solicitation.

RFP Section 1.4, "Key Events" on page 22, is modified such that the due date for Final (Technical and Cost) Proposals is changed to 2-28-2007, 2:00 PM ET.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



State of New Jersey

DEPARTMENT OF THE TREASURY
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PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

February 15, 2007

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Final Proposal Due Date: **April 12, 2007** (2:00 PM ET)

ADDENDUM #5

This document constitutes Addendum #5 to the referenced solicitation.

RFP Section 1.4, "Key Events" on page 22, is modified such that the due date for Final (Technical and Cost) Proposals is changed to 4-12-2007, 2:00 PM ET.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

March 29, 2007

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Final Proposal Due Date: **April 26, 2007** (2:00 PM ET)

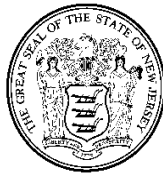
ADDENDUM #6

This document constitutes Addendum #6 to the referenced solicitation.

RFP Section 1.4, "Key Events" on page 22, is modified such that the due date for Final (Technical and Cost) Proposals is changed to 4-26-2007, 2:00 PM ET.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



State of New Jersey

DEPARTMENT OF THE TREASURY
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P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

April 16, 2007

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Bid Due Date: **May 8, 2007** (2:00 PM ET)

ADDENDUM #7

The following constitutes Addendum #7 to the above-referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1			Does the State want the bidder to quote data entry services?	The bidder should not quote data entry services.
2			Clarify the point at which the State expects change requests might affect cost and/or the project schedule.	JAD sessions will be used to discover the detailed requirements derived from the Appendix 1 functional requirements. Following acceptance by the State of the Detailed Design Document, the State will then reasonably expect change requests affecting cost and/or the project schedule may be encountered.

PART 2
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	4-5	1.2.2	<p>The list of programs introduced by the statement, "To realize these objectives, CASS must support the following programs", is modified as follows:</p> <ul style="list-style-type: none"> • ABC Waiver Program is deleted. • Model Waivers 1,2, and 3 is deleted and replaced by Community Resources for People with Disabilities (CRPD) • Mentally Retarded/Developmentally Disabled is modified to Mentally Retarded/Developmentally Disabled [Community Care Waiver (CCW)] • Under Home- and Community-Based Waiver Programs, there is added the sub-item Caregivers Assistance Program (CAP)
2	48	3.5.6	<p>The first sentence of this section is modified to: "The contractor must plan, coordinate, monitor and perform all conversion activities, with the exception of data extraction from the source systems."</p> <p>The following sentence is inserted as the third sentence of the first paragraph: "All available, online electronic data from 1997 to the present must be converted by the contractor."</p>
3	58	3.8.1	<p>The first sentence of this section is modified to, "The contractor shall supply copies of all training materials, including quick reference guides for each training module, and train all users in the features of the system relevant to their job functions until the rollout of CASS is completed."</p> <p>The first sentence of the second paragraph stating, "For training, the contractor must coordinate with the State's printing office to design materials which suit the State's reproduction capabilities, and to ensure the materials are produced and distributed as needed", is deleted.</p>
4	59	3.8.5	The 8,500 staff that require training are further defined in the table below.

CWAs										
Counties	Direct Prof	Supervisory	Tech, Aides	Admin, Legal	Clerical	Subtotal	DFD/DMAHS	MU N	UCCA	Total
ATLANTIC	111	18	-	30	37	196	14	0	41	251
BERGEN	42	19	82	9	59	211		9	36	256
BURLINGTON	42	19	91	17	73	242	6	2	45	295
CAMDEN	93	35	199	24	193	544	10	2	43	599
CAPE MAY	68	10	-	3	-	81		1	16	98
CUMBERLAND	24	14	102	13	60	213	10	0	37	260
ESSEX	419	67	-	50	209	745	21	20	124	910
GLOUCESTER	83	12	0	17	55	167		1	21	189
HUDSON	113	51	235	37	142	578	10	0	82	670
HUNTERDON	20	1	-	-	15	36		2	14	52
MERCER	166	52	77	39	156	490	850	1	46	1,387
MIDDLESEX	159	33	55	30	93	369	9	1	42	421
MONMOUTH	140	36	113	23	117	429	18	2	37	486

CWAs										
Counties	Direct Prof	Supervisory	Tech, Aides	Admin, Legal	Clerical	Subtotal	DFD/DMAHS	MU N	UCCA	Total
MORRIS	36	13	52	15	42	158	11	4	16	189
OCEAN	61	27	157	18	137	400	6	1	41	448
PASSAIC	54	50	215	42	147	507	12	1	62	582
SALEM	31	8	10	7	15	71		0	18	89
SOMERSET	64	22	18	8	32	144		1	17	162
SUSSEX	22	6	3	2	15	47		1	17	65
UNION	89	50	181	43	117	480		6	64	550
WARREN	35	5	3	4	9	56		1	16	73
TOTAL	1,872	547	1,592	431	1,722	6,164	977	56	835	8,032

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
5	62	3.9.2	<p>The first sentence of the second paragraph of this section is modified to state, "The contractor must manage, staff and operate a Level Two Help Desk to resolve CASS application problems."</p> <p>The second sentence in the third paragraph of this section stating, "The Level Two Help Desk staff must be available 24 hours a day, 7 days a week", is deleted and replaced with the sentence, "The contractor must have technical support staff on-call during non-business hours."</p>
6	–	Appendix 1	<p>A revised Appendix 1 is attached hereto.</p> <p>Appendix 1, with Level of Effort column completed by bidder, is to be packaged with the technical proposal and not within the cost binder.</p>
7	–	Appendix 1, B-035	<p>The bidder shall include in its bid Oracle licenses sufficient to implement the proposed solution, inclusive of accommodating the 8,500 users. The State reserves the right to procure Oracle licenses from the contract resulting from this RFP, or from another State contracting mechanism if there is a price advantage to the State.</p>
9	–	Appendix 1, Q052	<p>Requirement Q052 is a new requirement being added to the RFP.</p> <ul style="list-style-type: none"> • Functional Area of System: Interfaces • Associated Function: Interfaces • Current Requirement: CASS must provide an interface with the Department of Community Affairs' databases containing data about USF/HEA programs recipients.
10	–	Appendix 6	<p>MES data, as is, must be converted and loaded to CASS. Medicaid paper cases do not have to be input to CASS. After the State disables MES, the State must be able to input the Medicaid data into CASS.</p>

Appendix 2 – Current Automation Environment

Appendix 2-1. Overview of DFD Systems

Current support of DFD and DMAHS supervised programs is provided by independent, though sometimes interconnected or communicating, software applications. For informational purposes, the following table contains the current automated systems inventory with a short description of each item.

Table 2-1: CURRENT SOFTWARE APPLICATIONS

NAME	DESCRIPTION
Bureau of Administrative and Regulatory Appeals (BARA)	The Bureau of Administrative and Regulatory Appeals (BARA) tracks the appeals, and related decisions, made by Welfare recipients and their representatives. The application is written in Paradox 11 (Core) and is used by all BARA staff. The BARA application is integrated with Winfax Professional for notifying OAL of the need for a hearing to be scheduled.
Contract Administration Tracking System (CATS)	The Contract Administration Tracking System (CATS) was developed primarily to support the CTRX and to maintain Work First New Jersey contracts under the jurisdiction of the Division of Family Development. The DFD Contract Administration Tracking system is an Oracle database with a Visual Basic 6.0 front-end, hosted by the Office of Information Technology. The CATS database contains the Center-Based Care (CBC) contract information, which is needed by the CTRX application.
Childcare Automated Resources and Eligibility System (CARES)	CARES supports the New Jersey Cares for Kids (NJCK) childcare program. This statewide-subsidized childcare certificate program is funded through SSA Title IV-A, At-Risk Child Care (ARCC), and the Child Care Development Funds (CCDF). ARCC funds provide childcare assistance to families who are employed full time and are at risk of welfare dependency. The CCDF (regular) funds provide assistance to low and moderate-income families who are employed or participating in an education or training program, and the CCDF (CPS) funds are for childcare services to children under the protective supervision of the Division of Youth and Family Services (DYFS). Child Care Resource and Referrals are designed to assist the Unified Child Care Agencies (UCCAs) in the process of providing child care resource and referral services to clients and other agencies, and to follow the normal flow of the client referral process.
Center-based Child Care System (CTRX)	The Center-based Child Care System (CTRX) supports the Center-Based Contracted (CBC) System. Under this program, childcare slots are purchased from approximately 200 statewide childcare centers under contract with the Division of Family Development (DFD). The CTRX system verifies eligibility and records the demographic information of the children placed in the slots under contract. Since the slots are prepaid, there is no check processing or fiscal system as part of the CTRX system. The CTRX system is a "CARES like" system, written in Oracle, and residing on the client/server.
Family Assistance Management Information System (FAMIS)	FAMIS automates the processing and issuance of TANF/WFNJ benefits, Emergency Assistance, Food Stamps, and AFDC eligible, NJ Family Care, or Transitional Medicaid cards. The system is primarily a batch system, with data collected via on-line data entry and updated

NAME	DESCRIPTION
	through the batch update process. Major functional subsystems include: Payment History, Social Security verification, financial reporting, payment reconciliation, and management reporting. The system also includes interfaces to other DFD and Department of Human Services (DHS) systems, including: OMEGA, ACSES, HEA, MES, DYFS, and IEVS.
Financial Accounting Exchange (FAX)	FAX is used by the SSA to provide states with case-by-case accounting data, on magnetic tape, for federally administered supplementation. Information provided includes: Automated Payments, Overpayments Withheld, One-time Payments, Emergency Payments, Cancelled Checks, Cash Refunds, Post Eligibility Adjustments, Un-negotiated Checks, and Double Check Negotiations. With the FAX information, the states can reconcile accounting data.
General Assistance Automated System (GAAS)	The General Assistance Automated System (GAAS) is an automated on-line processing system that supports the administration of the WFNJ/GA in the county welfare agencies and autonomous municipal welfare departments. The GA Program provides individuals with assistance such as Maintenance Payments, Immediate Need, Emergency Assistance (EA), Temporary Rental Assistance (TRA), and Medical Assistance. The GAAS System supports the following three major functional areas for the WFNJ/GA Program: Intake/Eligibility, Case Management, and Fiscal Management/Check writing.
iACquire	iACquire is web-based software that resides on a central server and provides for the "paperless" distribution of reports to end-users. iACquire software provides for electronic distribution of reports generated from the mainframe systems supporting DFD programs. The end-user is afforded the opportunity to view reports on a local PC, print reports as necessary, and extract data from reports for use with other software, such as Excel.
Income & Eligibility Verification System (IEVS)	This system provides online capability to DFD, CWA, and DMAHS for obtaining earned and unearned client income such as unemployment, SSI, wage, disability, and interest information. File matches are performed from various sources and comparison exceptions are provided as output. This output to county agencies assures that information regarding client resources is acted upon by the local administrative staff
Online Management of Economic Goal Achievement (OMEGA)	OMEGA was originally designed to support the Realizing Economic Achievement (REACH) program and subsequently modified to accommodate the Family Development Program (FDP). FDP was the Job Opportunities and Basic Skills Training (JOBS) program that was further modified for the new Work First New Jersey (WFNJ) program. The objective of the OMEGA system is to provide WFNJ case managers a comprehensive tool for documenting and monitoring work activities and providing ongoing or transitional payments. It further provides the Case Manager the accessibility to all activity relating to a client's background, activity enrollment, support services, cost projections, payments, child care and provider information, plus other important data required to successfully guide a WFNJ participant to gainful employment. OMEGA is used to issue retrospective child care payments. The system is also used to track the progress of WFNJ clients.
Quality Control (QC)	The quality control organization selects random samplings of cases

NAME	DESCRIPTION
	(extracted from FAMIS) to review for accuracy. A Paradox database is used to track these sampled cases.
State Data Exchange (SDX)	This system receives files from SSA on a monthly basis and generates financial reports on various public assistance programs as well as loading data to a database for inquiry.
State Offset of Income Liability (SOIL)	SOIL provides a mechanism between the Department of Human Services and the Department of Treasury to offset State Tax Returns where the amount of the debt is at least \$25.00 and the age of the debt is at least six months and not greater than ten years old.
Treasury Offset Program (TOP)	The Treasury Offset Program (TOP) is a system that is Federally mandated by the Food and Nutrition Service (FNS). The TOP system offsets individuals' federal tax returns, as well as other sources, to repay Food Stamp benefits.
Universal Application Process (UAP)	The Universal Application Process (UAP) is a graphic user interface (GUI) designed to automate the client intake process. The UAP application runs on your workstation offering you a streamlined process to access client information. UAP eliminates the three steps of manually taking an application, transferring the data to coded format, and entering the data into FAMIS and ACSES. UAP allows you to collect and enter the information from a client to easy-to-read screens
60-month Tracking ("Clock")	A database used by FAMIS and GAAS to track WFNJ TANF and GA benefit recipients and the number of months that persons have received time-limited assistance. This "clock" will be updated by the FAMIS and GAAS systems to reflect each month benefits have been issued. Additionally, automated processes will also be used to "buy back" months for which cash benefits have been issued. This automated process would compare child support and other funds that have been received against the grants to determine the number of months the clock or counter could be reduced.
General Assistance	This mainframe system is the precursor of GAAS and is a summary repository for 3 counties GA disbursements. The system enabled statewide access for counties to eliminate duplication of recipient benefits and provided a central database for required reporting. This system should be fully migrated to GAAS prior to CASS.
Medicaid Eligibility	This system maintains information on approximately 950,000 NJ residents who qualify for health care benefits under Federal Title XIX (Medicaid) regulations. The two databases (Medical Needy and Categorically Needy) are updated daily, weekly and monthly from multiple sources. The system represents the master eligibility file for the State Medicaid program. The system also assigns Medicaid beneficiaries to the State's Managed Care programs.
Presumptive Eligibility Pregnant Women (PEPW)	This system maintains information for NJ pregnant women who are presumed to be eligible for Medicaid benefits. It is a tracking system that generates various letters to the beneficiaries and providers with an interface to the Medicaid Eligibility Categorically Needy system.
Alpha Index (ALPHA-X)	Alpha-X is an on-line application that gives DFD alphabetic name access to all major DHS client information. Client information is derived from these systems: FAMIS, ACSES, DYFS-SIS, and HEA. It is based on an IDS-II indexed database that is updated from source systems by batch, daily for major applications. There are "active" (FAMIS) and "inactive" (FAMIS inactive cases) files that can be accessed. The Alpha-X process includes the use of Soundex functionality that allows lookup on similar sounding names.

NAME	DESCRIPTION
Electronic Benefit Exchange (EBT)	EBT is a system (subsystem to FAMIS) that supports, manages, and controls the electronic payment of state benefits for the purchase of goods in a retail environment and the distribution of cash in an ATM network. Food Stamps and cash (TANF/GA) are processed and sent to a third-party vendor.
Medicaid Drug Rebate	This system designed by the State to invoice pharmaceutical manufacturers and collect drug rebates mandated by Federal legislation. Drug manufacturers' participation is required for coverage of their drugs in the Medicaid program.
Medicaid General	This system provides a database for on-line inquiry and ad hoc reporting that includes MES and Claims data. It also includes functions for Federal reporting and State reporting. These services are provided to help the Division of Medical Assistance and Health Services to manage the New Jersey Medicaid program and ensure federal funding for it.
Retroactive Eligibility	This is an online (Natural) system that tracks and maintains eligibility periods for Medicaid clients who have occurred medical bills prior to the establishment for their Medicaid Eligibility. The system produces letters that are mailed to the client and providers.
State Verification & Exchange System/SOLQ	This system is an automated data exchange system with the Social Security Administration (SSA) for verifying social security numbers (SSNs) and Title II (OASDI) and Title XVI (SSI) benefits and 40 quarters of work history.

Appendix 2-2. Current Interfaces

Currently, the need to share data between DFD and DMAHS systems, and other systems/ programs within/external to DHS, is accomplished through numerous interfaces. The purpose of this section is to provide an overview, for informational purposes, of those interfaces. The systems/programs include manual (i.e., paper-based with information keyed-in as necessary), cartridge tapes, and FTP (with some via Advantis secure file transfer) as well as direct access to individual systems. A summary of the current interfaces include:

Federal Agencies

DFD exchanges information with a variety of federal agencies to share demographic or programmatic information. Those DFD interfaces to other agencies and systems provide additional information for coordination of benefits, management of treasury offsets (including taxes), and exchange of demographic information, including interfaces with the Social Security Administration (SSA), Internal Revenue Service (IRS), Food and Nutrition Service (FNS) [Disqualified Recipient System (DRS)]. Program data is also exchanged with the US Department of Health and Human Services (DHHS) through the Public Assistance Reporting Information System (PARIS), which is an information exchange system that matches appropriate data with the Veterans Affairs Administration, the Department of Defense/Office of Personnel Management, and the Interstate Match.

State and Local Agencies

Additional earnings and asset information is exchanged with a variety of State agencies including the State Treasury (to offset State tax returns), the NJ Lottery (for offsets against

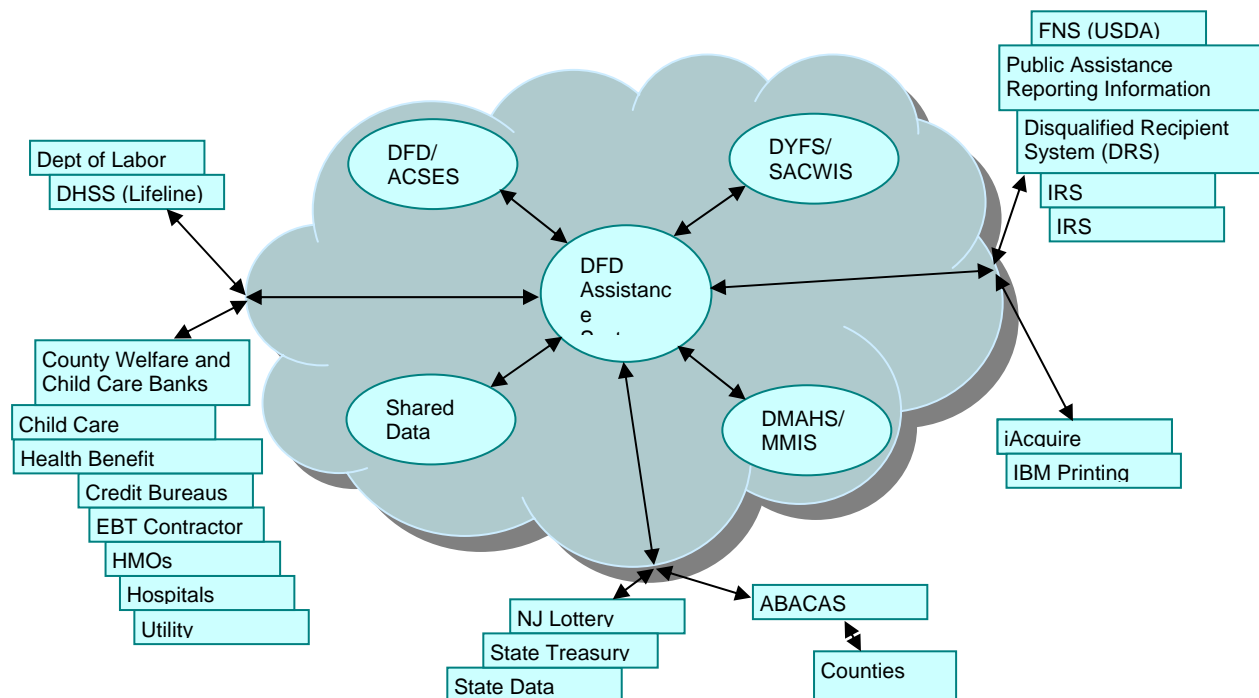
winnings), and the State Data Exchange (SDX) (data on SSI benefits). Other agency's systems include the NJ Department of Labor's Wage and Earned Income, Automated One Stop Operating System (AOSOS), and the Unemployment Insurance Benefits databases. DFD also exchanges information for education and training information with the NJ Department of Education for school attendance verification, and the NJ Department of Health and Senior Services and NJ Department of Community Affairs for purposes of outreach and emergency assistance programs.

Public and Private Third Parties

Numerous other non-government entities are involved with providing, coordinating, and tracking benefits and need to exchange information with DFD. Among those are banks used by county welfare and childcare agencies, and service providers such as child care agencies, utility companies (for direct benefit transfers and verification of accounts), hospitals (Medicaid eligibility for those hospitals participating in the Blue Cross Network), Managed Care Organizations (MCOs), and the Health Benefit Coordinator. Electronic benefit and fund transfer information is exchanged on a daily basis with the State's EBT contractor and credit bureaus (e.g., Equifax, Experian, and TransUnion) and is checked regarding former clients against whom there is a civil judgment.

Other DHS Systems and Services

Data sharing among systems within DHS include ACSES, SACWIS, MES and/or MMIS, and the Shared Data Warehouse.



The Shared Data Warehouse (SDW) provides a platform for the storing of historical data for analysis, reporting, and to provide flexible access to this data from a variety of desktop software

applications. In general, the SDW houses and provides access to data from systems including, but not limited to:

- New Jersey Medicaid Management Information System (NJMMIS), data for programs administered by DMAHS, such as Medicaid and those administered by DHSS, such as Pharmaceutical Assistance to the Aged and Disabled (PAAD), and Charity Care;
- FAMIS data for Temporary Assistance for Needy Families (TANF), Emergency Assistance (EA) and Food Stamps;
- On-line Management for Economic Goal Achievement System (OMEGA), data for the Family Development Program (FDP) which incorporates the Job Opportunities and Basic Skills Training (JOBS) program;
- Automated Child Support Enforcement System (ACSES), data for Child Support; and
- General Assistance (GA), data for the General Assistance Program.

Current Technical Environment

The current DFD computing and data communications environment is an amalgam of centrally managed mainframe computers; division and departmental application, database, and file servers; county-administered applications; and desktop clients. Network interconnectivity is provided via Local Area Networks (LANs), Campus Area Networks (CANs), and Wide Area Networks (WANs) linking DFD facilities to the State Hub, Capital Place One, the Garden State Network (GSN), and the Internet. A full description of the current technical environment can be found in the *CASS Requirements Document*. The following provides an overview of that information.

Computing Platforms

The State of New Jersey Department of Human Service – Office of Information Systems (DHS-CO OIS) computing facilities are currently housed in two primary data centers: the HUB and the River Road Data Centers.

The Bull mainframe in the HUB Data Center has recently been upgraded from a DPS 9000 (Jupiter) system to a TA253 (Olympus 2). Printing is currently handled primarily by IBM facilities (using 2 OCE 744 Twin laser printers and 2 IBM 6262 impact printers), but use of iAcquire is increasing. Disaster recovery (data backup at offsite location) is handled under a contract with Integris.

OIT has replaced the BULL EPC1200 in its HUB data center with an IBM SP (Scalable POWER parallel) 9076. The SP9076 consists of five nodes, each with four 332 MHz processors, 3 GB memory, and an SSA Disk subsystem. The SB9076s currently are running AIX UNIX 4.3.3. The 9076 is supporting the data server backend of the new Universal Application Process (UAP), the graphic user interface intended to automate the client intake process.

The River Road Data Center (RRDC) contains two IBM 9672 mainframes that support DHS/DFD. One, an IBM 9672-R56; the other an IBM 9672-R66. The 9672s are currently running IBM's OS/390 operating system (with plans to migrate to z/OS), a transaction server, DBMS, TSO, and COBOL.

2.1.1 Local DHS/DFD Servers

In addition to relying on the DHS-CO OIS mainframes for support of key DFD applications, DHS also maintains local application, database, and file servers within its own computing center. All of the DHS IBM servers are currently running AIX UNIX 5.2 as their operating system, unless otherwise specified. The servers include:

- Application Server – DHS is currently running one IBM pSeries 650 as an application server. This machine is configured with eight Power 4 processors (the maximum number supported on a 650) and operates at a speed of 1.4 GHz. It has 32 GB of main memory and is configured with eight logical partitions.
- Database Server – DHS has a similarly configured IBM pSeries 650 acting as a database server. It, too, is configured with eight Power 4 processors, operates at a speed of 1.4 GHz, and 8 logical partitions, but contains 48 GB of main memory.
- SP Server Cluster – DHS has a cluster of 16 IBM pSeries 650 servers, each containing a 375MHz processor (Power 375) and 32 GB of main memory. The cluster supports development, testing (unit and system), and conversion as well as production environments.
- Storage Area Network (SAN) – For its Storage Area Network, DHS has an IBM 2105 F2 (Shark), configured with two dual active, four-way RISC SMP processors and 2.1 terabytes (TB) of disk space, and three 2109 F16 fiber switches.
- File Servers – In addition to the IBM/AIX UNIX servers, DHS also supports four NEC Express 5800 file servers in the Central Office. Each 5800 has a 400 MHz processor, 1 GB of main memory, and 45 GB of disk space. They are running Windows NT 4.0 (SP6a) and StreetTalk for NT for distributed directory service. Each has an Intel Pro 100 network card and utilizes ARCserve v6.5 for management of data backups.
- For DNS and DHCP, DHS has three Dell 2450, 866 MHz, 512 MB of main memory, 8 GB of disk space, and an internal 10/100 network card. They are running Windows 2000 (service pack 4).
- For iAcquire, DHS has two Dell 6450, 700 MHz, 2 GB of main memory, 8 GB of disk space, a 10/100 network card, and two Qlogic fiber cards per server. They are running Windows 2000 (service pack 3). DHS has a Dell 650f / SAN with ten 18 GB drives. DHS also has a Dell 630f / SAN with ten 36 GB drives.

Desktop Clients

To support current functionality and the planned CASS project, a PC-based client/server infrastructure has been deployed throughout DFD. The Desktop Standard environment for DHS/DFD and the CWAs consists of:

- Windows 98, Windows 2000 Professional or Windows XP
- Netscape Communicator 4.79
- Internet Explorer 5.5 or greater
- Office 97 or greater
- McAfee VirusScan

- McAfee ePO
- Tivoli TME
- Glink 5.4 or greater
- Oracle Client 8.05
- Adobe Acrobat 3.x
- ExtendNet Connect for TCP/IP
- HP JetDirect Printing System

Within DHS (including the CWAs), approximately 12,000 desktops are on Windows XP Professional, and 6,000 – 7,000 are on Windows 2000 Professional or Windows 95/98. A small number of machines (under a few dozen) are running Solaris and AIX UNIX. The desktop client environment in the state offices has been upgraded to replace older Dells with newer GX240s and GX270s as well as providing an additional 29 Latitude C810 laptops.

In addition to the standard operating environment, some desktop machines are running application software including:

- Universal Application Process (UAP)
- Comprehensive Contact Management and Tracking System (Co-Co Mats)
- Childcare Automated Resources and Eligibility System (Cares)
- Contract Administration Tracking System (CATS)
- Center-based Child Care System (CTRX)
- General Assistance Automated System (GAAS)
- iACquire

DHS OIS has established desktop and server build and deployment procedures. These guides are used in conjunction with vendors (after appropriate reviews by OIS and the contracting organization) to build and deploy compliant workstation environments.

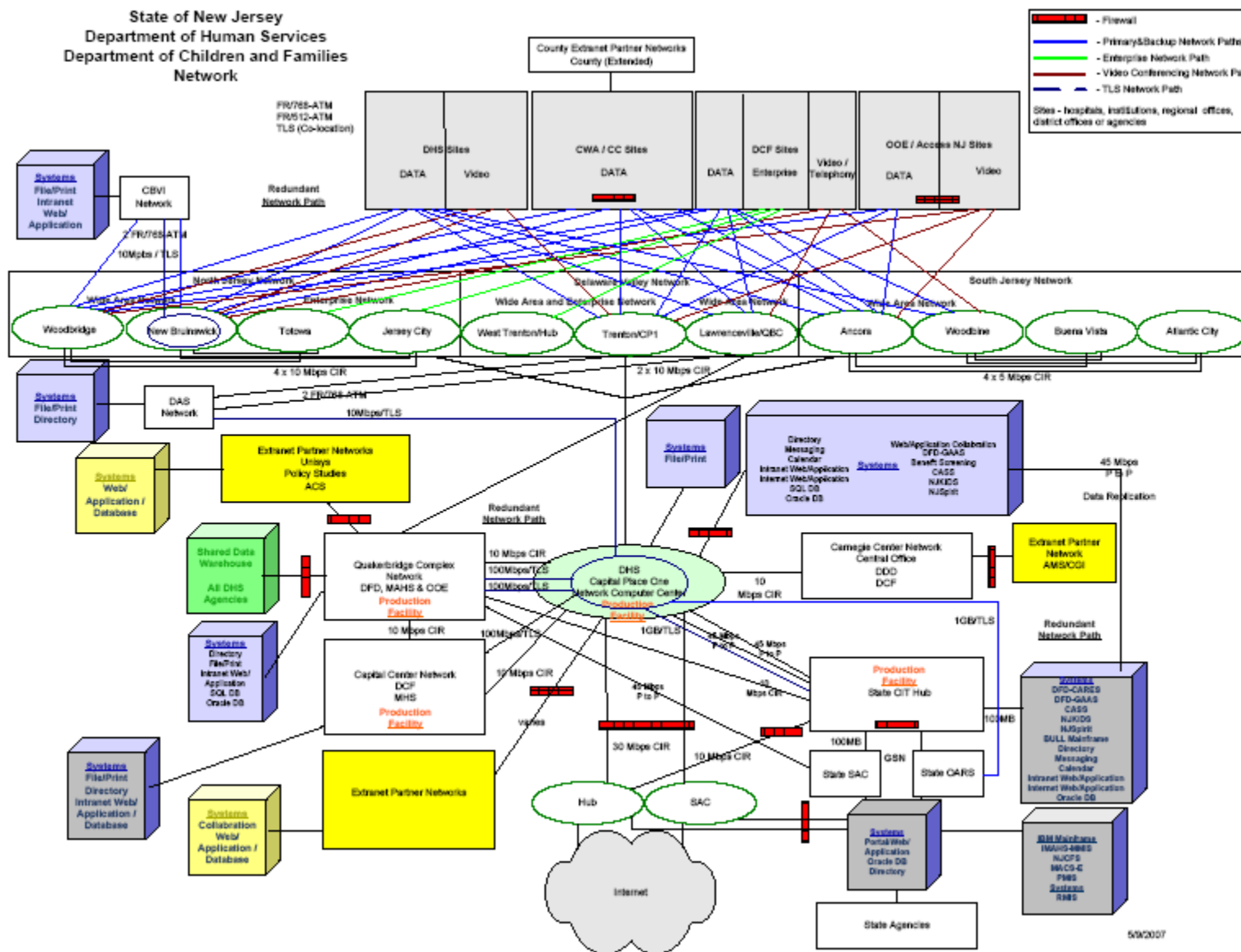
Data Network Environment

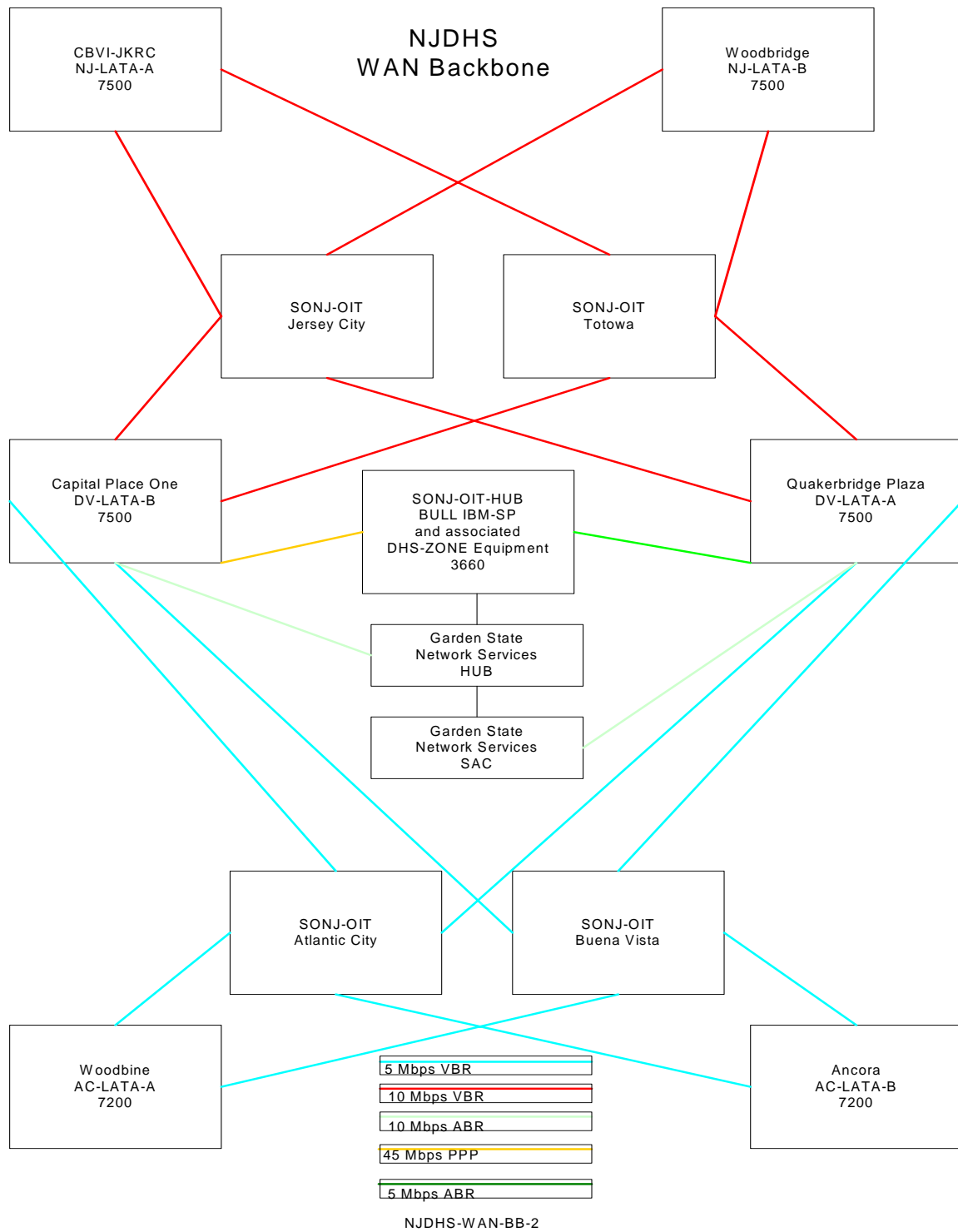
The following diagrams display an overview of the current data network interconnection between the State Hub, Capital Place One, the Garden State Network (GSN), and the Internet. The second diagram displays the current Wide Area Network (WAN) backbone. Currently, GSN and DHS have access to each other's network, but with a pending firewall, this access will be more controlled.

A new WAN backbone provides a second data communication aggregation point in each of the three LATAs as well as a redundant core facility at Quakerbridge Plaza. With this added redundancy and the use of dynamic routing protocols, the loss of service due to failed equipment would be much more limited.

In the current network, each of the three LATAs (North Jersey, Delaware Valley, and South Jersey) will have a secondary (disaster recovery) facility as well as redundant network paths (through the Quakerbridge Complex).

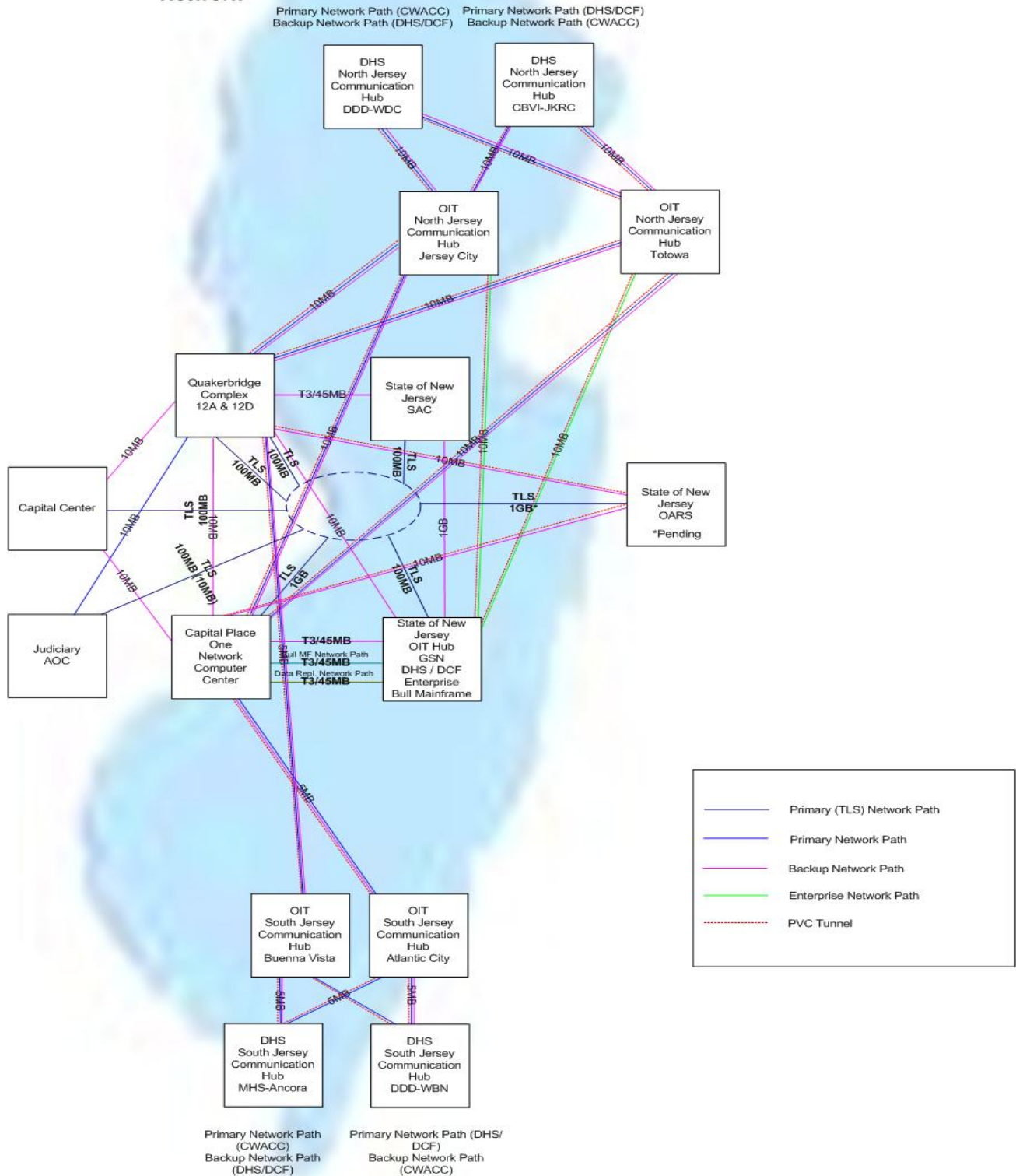
State of New Jersey
 Department of Human Services
 Department of Children and Families
 Network





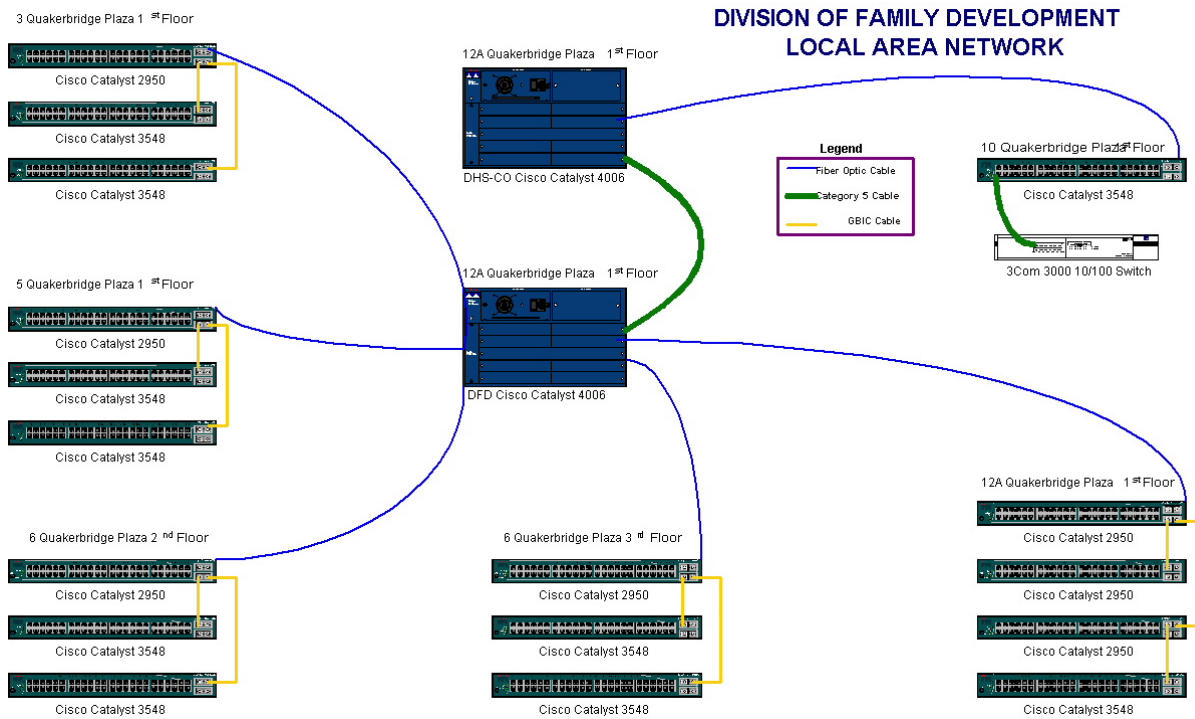
**State of New Jersey
Department of Human Services
Department of Children and Families**

Network



DHS LAN

The following diagram describes the current DFD local area network:



Web Operations and Extranet Solutions

The current network has three types of sites accessing it: Division sites (e.g., DFD), CWA sites (behind firewalls), and Office of Education (OOE) where Verizon provides “Access NJ” service to school networks. Child Care Centers, Extranet Partner Sites, and other State agencies also access the current network.

The CWAs have three (3) options for accessing the state computing applications and facilities. These include:

- Standard Option – used by most CWAs, this option leaves most of the control and maintenance of network equipment and facilities at the State of New Jersey level;
- Extended Option – this option is the same as the Standard with the addition of a CWA router (under the control of the State of New Jersey), which provides communication among offices within the county; and
- Extranet Option – this solution treats the CWA as an extranet business partner. Communications with the State, through a State of NJ perimeter firewall and State-controlled and maintained router, is limited to access to State Mandated Systems. Morris County, which has dedicated significant IT resources at the county level, utilizes this option.

For planned web-based operations, all access from the DHS environment to data at Capital Place One or the GSN DHS-CO OIS Hub will be via SSL and a DHS firewall. All extranet partners will pass access the DHS network via their own firewall as well as through the DHS firewall. Authentication for accessing State systems will be controlled at the source/destination/port level. County networks will access the DHS network through the DHS firewall as well.

Within the DHS Internal environment, there will be two Domain Name Servers (DNSs), one serving Delaware Valley and South Jersey, the other North Jersey. CWAs will have cache servers linking back (via the DHS firewall) to the primary DHS servers.

Anti-Virus Solution

An enterprise-wide security (anti-virus) policy is being managed using the McAfee ePolicy Orchestrator (EPO) solution. DHS central servers act as a McAfee anti-virus mirror and EPO servers. The DHS anti-virus mirror servers updates hourly with the McAfee FTP server. DHS desktop computers check for and receive new virus definition files or AV engine changes from the DHS McAfee FTP server. EPO settings are customizable at the level of individual divisions, sites, and subnets.

Network Services

In order to standardize and facilitate network communications, security, Internet and web access, email, clock synchronization, software distribution, and other common utilities within DHS, the following Network Services are currently supported:

- Dynamic Host Configuration Protocol (DHCP)
- Domain Name System (DNS)
- Time Service
- Tivoli Software Distribution
- Terminal (Server Support)
- Anti-Virus Policy Agent
- Anti-Virus Update
- Intrusion Detection Systems
- Electronic Mail
- Directory / Address Book
- Internet Access
- Mission Control / Netscape Communicator Configuration
- DHS Web Services
- DHS Search Engine / On-Line Manuals
- IE Administration Kit / Internet Explorer Configuration

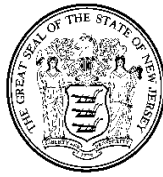
Disaster Recovery Environment for Bull Enterprise Server

Backups and recovery for the Bull mainframe (Olympus) is handled under contract with Integra, a Bull Company. The recovery environment includes network connection from Phoenix to Trenton and to the IBM platform recovery vendor (currently SunGard Availability Systems). There is also a network connection from the IBM hot site to a print recover vendor at Mail_Gard Concepts, Inc. in Ivyland, PA.

In the event of a disaster, access to the recovery site would be within 24 hours; the recovery time objective is 72 hours, which includes time to move backup media and personnel to Phoenix and to recover the platforms in the alternate site.

Data and Physical Security

- Standard security in Bull environment is via IDs and passwords; logical identifiers (LIDs) are now assigned dynamically upon login.
- All logins and application runs are logged and logs are maintained for 3 – 4 years.
- Security cameras are now in place at the HUB in addition to security measures already in place.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
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JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

May 4, 2007

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Bid Due Date: **May 29, 2007** (2:00 PM ET)

ADDENDUM #8

The following constitutes Addendum #8 to the above-referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1		4.4.3.5	The State mentions the right to procure office space, hardware, and/or software directly and reduce the bidders price by the corresponding amount. Accordingly, the State has price lines in the provided schedule for the hardware and software the bidder is proposing, but no line for facilities (i.e., office space). May we include an additional line alongside the hardware and software to represent the facilities cost? Otherwise, without that break out, how will the State have the flexibility to procure/provide said space itself, and thereby reduce the vendors price accordingly, since it won't know what that cost is?	Price Schedule 1 provides lines for all Mobilization period activities. By reading RFP Section 3.2.1 and referring to Price Schedule 1, the bidder will have sufficient information to construct its bid.
2		Addendum 7, Part 2, Item 2	Part 2, Question 2 has changed the RFP language relative to the process of conversion. Could you please clarify what is intended regarding the State's responsibilities and your expectations of the vendors' responsibilities with respect to the definition of "data extraction" as used in this context. Data extraction has several meanings, and we want to ensure our response meets the State's requirements.	Typically the State prepares the "program selection logic" (based on contractor specification) from the legacy source system and performs the extraction of the defined pertinent data and passes it to the vendor for the "conversion process".
3		Addendum 7, Part 2, Item 2	Is DHS going to supply copies of full production IDS-II databases or subsets (data by county) of production IDS-II databases for the vendor to unload, or is DHS going to logically unload Bull IDS-II databases into flat/sequential files as required by the vendor to start the data conversion process?	OIT can provide a logical unload flat file in ASCII format and in most systems this would probably be the preferred method.

#	Page #	RFP Section Reference	Question	Answer
4		Addendum 7, Part 2, Item 3	Based on this RFP language change, does the State therefore expect that vendor-supplied electronic copies of the training materials to be distributed to the users will be sufficient?	No; pursuant to RFP Section 3.8.1, the contractor is responsible for all printed training materials.
5		Addendum 7, Part 2, Item 4	Can the State provide better clarification for the job roles in the columns in the table? It is not clear what some of those columns mean such as Direct Prof, Tech Aides, etc.	<p><u>Definition of the Employee Work Groups</u></p> <p>County Welfare Agencies must identify each individual as being included within one of five numbered Employee Work Groups. The Employee Work Groups and their definitions are as follows:</p> <p><i>Direct Professional Workers (Group No. 1)</i> – Includes all professional workers who generally come into direct contact with the client. The group will consist primarily of social workers and Home Economists, and related staff with specialized titles such as Income Maintenance Specialist, Social Work Specialist, Employment Specialist, etc.</p> <p><i>Supervisors of Direct Professional and Para-Professional Workers (Group No. 2)</i> – Includes the immediate supervisors of the employees identified in Group No. 1 above, having a similar title such as Income Maintenance Supervisors, Social Work Supervisors, Supervising Home Economists, etc.</p> <p><i>Technicians, Aides and Trainees (Group No. 3)</i> – Includes only those aides and trainees who work under the direction of employees identified in Group No. 1 or Group No. 2. Titles assignable to Group No. 3 include Income Maintenance Technicians, Social Work Aides, Welfare Aides, Social Work Trainees, etc.</p> <p><i>Administrative, Legal and Other (Group No. 4)</i> – Includes all administrative, legal and other non-clerical professional personnel such</p>

#	Page #	RFP Section Reference	Question	Answer
				<p>as director, deputy director, administrative supervisor, field office supervisor, legal assistant, accountant, etc.</p> <p><i>Supporting Clerical Staff (Group No. 5)</i> – Includes all clerical personnel whose function is to support the activities of the other individuals in the Employee Work Unit to which they are assigned.</p>
5		Addendum 7, Part 2, Item 8	Part 2, Question 8 seems to be missing. Was this a typo, or is something missing?	It was a typographical error; there is no question 8.
6		Addendum 7, Part 2, Item 12	<p>Based on the State's clarification of Addendum 2, Question 82, in which it states the bidder should not include signature pads in its response, a further clarification is requested.</p> <p>Does the State simply intend for Bidders not to include signature pad pricing for the equipment, while keeping narrative on functionality descriptions on how it would work with the proposed solution, or does the State wish to exclude this functionality as a requirement completely, and therefore it doesn't need to be discussed at all?</p>	The State intends that the functionality be included in CASS, but, the signature pads are expected to be supplied as a part of the State's Document Imaging Management System project, and therefore will be available for integration within CASS.

PART 2
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	various	Appendix 1	Changes to Appendix 1 are reflected in the attached document.
2	-	Addendum 7, Part 2, Item 6	The answer should have stated that a revised Appendix 2 was attached to Addendum 7.

Appendix 1 – CASS Requirements CHANGES

Req. No.	Functional Area of System	Associated Function	Current Requirement	Estimated Level of Effort (In Hours) to Implement Requirement
A-017	General	Online Policy	Provide for all of the Division's policy and procedure manuals to be accessible to workers online. Current programs include Work First New Jersey, Temporary Assistance to Needy Families, Food Stamp, DMAHS programs, Emergency Assistance, General Assistance, Child Care, Home Energy Assistance, Social Services for the Homeless, and the Tax Offset Program.	
B-019	Security	Security: Application Software	Meet Federal, State, & Agency security standards for all programs or functions to be supported by CASS including, but not limited to, TANF, Food Stamps, DMAHS programs, Child Care, Child Welfare, Emergency Assistance, Home Energy Assistance, Social Services for Homeless, and Tax Offset Program.	
B-027	Security	Security: Auditability	CASS must support the ability to audit actual cases in the production environment for all DFD and DMAHS programs supported by the system. Pseudo cases will be processed through the CASS test environment. Automated audit software packages should be utilized, where available.	
B-053	Security	Security: Infrastructure	The CASS server environment must be configured to provide multi-tier (web, application, and database) high availability across two active data center sites and incorporate synchronous replication of the database(s) between the sites. In addition, disaster recovery must be available at a third data center site where there is asynchronous replication of the database and a scaled down version of all three system tiers that is capable of be promoted to active status within one hour.	
E-028	Client Registration	Data Capture	Client will be allowed to select those types of assistance for which he chooses to apply. However, system must support the ability to determine potential and actual eligibility for all possible programs if indicated by the worker. For DMAHS programs, the system must have the ability to determine eligibility in other programs if a member is denied, or discontinued from eligibility in any particular DMAHS program.	
E-048	Client Registration	Data Capture	CASS must have the capability to present and accept on-line integrated applications for all programs. Examples of programs include Work First New Jersey – TANF Cash Assistance, Work First New Jersey – General Assistance, Food Stamps, Emergency Assistance, Child Care, Family Care	

Req. No.	Functional Area of System	Associated Function	Current Requirement	Estimated Level of Effort (In Hours) to Implement Requirement
			and Medicaid.	
E-049	Client Registration	Data Capture	CASS must provide an intake function that consists of an on-line, real-time, standardized interactive, integrated interview for all programs including, but not limited to, Work First New Jersey - TANF Cash Assistance, Work First New Jersey - General Assistance, Food Stamps, Emergency Assistance, Child Care, and DMAHS programs.	
E-091	Client Registration	Application	Provide for on-line inquiry to the following non-DFD information sources (This may include direct access into certain files, as well as access into reformatted inquiry screens from other sources containing only Division specified data): Unemployment Compensation File; Department of Labor and Workforce Development (LWD) Wage File; Child Support Enforcement System; Medicaid Management Information System (MMIS); the Department of Children & Families Child Welfare System; Files maintained by the Motor Vehicle Commission; Files maintained by the Bureau of Vital Statistics; the SSA Enumeration File; SDX File; BENDEX File; and Other sources as may operationally be required.	
E-096	Client Registration	Application	CASS must have the ability to send or receive information from the DFD Child Support System in an on-line real-time mode where possible and appropriate. Data to be received from the DFD Child Support System could include an application for benefits taken by a child support worker, non-cooperation decisions for recipient, or case/member demographics captured as a part of the Child Support interview. Likewise, CASS must provide the DFD Child Support System with information on a case or member's status with WFNJ or Medicaid or when any information changes during an investigation, redetermination, or case change for the case members or absent parent.	
G-035	Eligibility Determination	Eligibility Determination	CASS must have the ability to process all combinations of assistance units to determine that which is most advantageous to the client and/or family for all DFD and DMAHS programs.	
G-040	Eligibility Determination	Eligibility Determination	Determine if household members are eligible for DMAHS programs under any of the coverage groups offered by the Division. Prior to closing any DMAHS program category of assistance, CASS will sequentially test eligibility for all coverage groups to determine if there is any coverage available.	
G-046	Eligibility Determination	Eligibility Determination	CASS must calculate Medicaid spend down cases based upon existing income data as well expense data that may be entered by the worker over	

Req. No.	Functional Area of System	Associated Function	Current Requirement	Estimated Level of Effort (In Hours) to Implement Requirement
			time. As expenses are entered, the system must determine if the spend down obligation amount has been obtained and alert the worker of this fact.	
G-050	Eligibility Determination	Eligibility Determination	CASS must automatically maintain Medicaid eligibility for SSI recipients. This includes receiving and processing eligibility record received from the Social Security Administration. Users, with appropriate authorization, should have inquiry capability to view this information once added to CASS.	
G-058	Eligibility Determination	Eligibility Determination	Include benefit calculation processing for all programs supported by the CASS system including, but not limited to, cash assistance (Work First New Jersey – TANF, Work First New Jersey – General Assistance, Emergency Assistance, Social Services for the Homeless, Child Care), DMAHS programs, New Jersey Family Care, and Food Stamp programs.	
K-010	Disbursement	Disbursement	CASS must support the issuance of TANF, General Assistance, Child Care, DMAHS program, or Food Stamp benefits on a monthly schedule. CASS must support the issuance of all program benefits including those listed above on a daily basis as needed for new payments for new applications/members, special payments, supportive payments.	
K-012	Disbursement	Disbursement	deleted	
K-014	Disbursement	Disbursement	deleted	
K-020	Disbursement	Disbursement	Identify eligible cases and then issue all checks, Food Stamps, and Emergency Assistance payments to vendors.	
K-027	Disbursement	Disbursement	Post an entry to Benefit Issuance History for each benefit produced.	
L-026	Overpayments	Over payments	When a potential overpayment is discovered for a Medicaid case, CASS must produce an electronic referral to MMIS requesting medical payment information (including service dates) for the period of the overpayment. If available, CASS should accept an electronic file from MMIS where this information is used to automatically update the claims data to the extent possible without worker intervention.	
O-010	Quality Control	Quality Control	CASS must support all federal and state quality control reporting requirements for all DMAHS and DFD programs.	

Req. No.	Functional Area of System	Associated Function	Current Requirement	Estimated Level of Effort (In Hours) to Implement Requirement
O-011	Quality Control	Quality Control	Fully support Management Evaluation of all DMAHS and DFD programs: retrieve the review sample based on specified criteria, create listings and review schedules, compile data according to specified criteria, store updates to review schedules and data, and produce reports.	
O-012	Quality Control	Quality Control	CASS must have the capability to create a false case for fraud investigation purposes. False cases must not be detectable as false except as authorized by DFD or DMAHS policy.	
Q-032	Interfaces	Interfaces-DMAHS business partners	An interface will exist between CASS and all DMAHS business partners to support the exchange of all DMAHS and DFD programs information necessary to support business partner operational requirements.	
Q-039	Interfaces	Interfaces	CASS must support On-line capability for provider agencies and DMAHS business partners to enter data pertaining to the determination of DMAHS program eligibility.	
Q-043	Interfaces	Interfaces	Provide an interface between CASS and OIT printing services to support printing of reports, labels, notices, checks, Medicaid cards, and forms.	



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

May 15, 2007

To: All Interested Bidders

Re: RFP # 07-X-36579
SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS

Bid Due Date: **May 30, 2007** (2:00 PM ET)

ADDENDUM #9

The following constitutes Addendum #9 to the above-referenced solicitation. The bid due date is May 30, 2007, 2:00 PM ET. This addendum also contains answers to questions.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

**SYSTEM IMPLEMENTATION AND ENGINEERING SERVICES: CASS
Bid Number 07-X-36579**

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1		Appendix 1, B-053	Could the State please provide business insights into the additional requirements for high availability and enhanced disaster recovery that the State is requesting? We have not observed other states with such high availability requirements for similar programs.	At this time the State has provided adequate information about its needs for high availability and disaster recovery.
2		Appendix 1, B-053	Please identify the proposed data center locations to be used for primary, secondary and disaster recovery processing. Also please provide the distances between them.	The State accepts the responsibility to provide two primary data centers and the associated data (fiber) communication lines between the data centers that complies with the contractor's recommendations and/or industry specifications to implement a fully redundant web server environment, a fully redundant application tier environment using WebSphere Clustering (unless otherwise recommended by the bidder) and a fully redundant database tier using Oracle RAC in a synchronous mode (unless otherwise recommended by the bidder). The contractor, through its network analysis, must recommend the appropriate/necessary network hardware to support the connectivity (fiber) and to include the cost of that network hardware and its installation. The initial configuration must be included in the bid proposal. The State also accepts responsibility to provide a third data center for disaster recovery purposes that will require an environment capable of supporting all users but with reduced performance and a backup database using Oracle RAC in an asynchronous mode based on the expectation that the disaster recovery site could be promoted to active status within two hours.
3		Appendix 1, B-053	Please provide network specifics including available circuit sizing and	Refer to the answer for Question 2.

#	Page #	RFP Section Reference	Question	Answer
			type for the available networks used to support data replication between state data centers. If dark fiber is available, please include the network specifics for these capabilities.	
4		Appendix 1, B-053	(a) With the stated requirement for a high availability configuration of the CASS server environment, does the State require that full processing capability exist at both the primary and secondary data centers? (b) Or does the state expect processing to be shared across the data centers?. (c) Alternatively stated, should one of the 2 active data center sites become unavailable, does the State expect the remaining data center site to be able to handle the full system processing load?	(a) Yes. (b) Yes. (c) Yes.
5		Appendix 1, B-053	(a) With a high availability configuration, does the State anticipate zero downtime, or (b) will minimal (less than one hour) downtime for application restart be adequate?	(a) Yes. (b) It is anticipated that such a situation would be avoided at all cost.
6		Appendix 1, B-053	It is anticipated that additional network hardware and engineering will be required to provide connectivity between storage located in the primary and secondary data centers. Will the State retain responsibility for the engineering and procurement of this hardware, or should the contractor include this within the proposal?	Refer to the answer for Question 2.

State of New Jersey

Standard Terms and Conditions

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STANDARD TERMS AND CONDITIONS:

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION** –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. Failure to submit a copy of the Business Registration Certificate within the bid proposal may 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 and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lss/lspubcon.html>.
- 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.

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- 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 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision 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. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- 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

State of New Jersey

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\$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 a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
 1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

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

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

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit

State of New Jersey

Standard Terms and Conditions

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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 its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

a. 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

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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.

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- 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.

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3.20 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

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.

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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.

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

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

7. 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.

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8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.