



# Request for Proposal 12-X-22384

## For: Data Warehousing Services

### Term Contract

| Event                                                                                                                   | Date     | Time           |
|-------------------------------------------------------------------------------------------------------------------------|----------|----------------|
| <b>Bidder's Electronic Question Due Date</b><br>(Refer to <a href="#">RFP Section 1.3.1</a> for more information.)      | 02/03/12 | 5:00 PM<br>EST |
| <b>Mandatory/Optional Pre-Proposal Conference</b><br>(Refer to <a href="#">RFP Section 1.3.5</a> for more information.) | N/A      |                |
| <b>Mandatory/Optional Site Visit</b><br>(Refer to <a href="#">RFP Section 1.3.4</a> for more information.)              | N/A      |                |
| <b>Proposal Submission Due Date</b><br>(Refer to <a href="#">RFP Section 1.3.2</a> for more information.)               | 02/24/12 | 2:00 PM<br>EST |

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

| Small Business Set-Aside | Status                                                       | Category                                |
|--------------------------|--------------------------------------------------------------|-----------------------------------------|
|                          | <input type="checkbox"/> Not Applicable                      | <input checked="" type="checkbox"/> I   |
|                          | <input type="checkbox"/> Entire Contract                     | <input checked="" type="checkbox"/> II  |
|                          | <input checked="" type="checkbox"/> Partial Contract         | <input checked="" type="checkbox"/> III |
|                          | <input type="checkbox"/> <a href="#">Subcontracting Only</a> |                                         |

RFP Issued By

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

Using Agency/Agencies

State of New Jersey  
Office of Information & Technology

Date: 01/11/12

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals for Data Warehousing Services.

The intent of this RFP is to award contracts to those responsible bidders whose proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. The State, however, 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.

The State of NJ Standard Terms and Conditions shall 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.

The intent of this RFP is to award contracts to a maximum of five (5) bidders, of which two (2) should be Small Business Enterprises for each of the following Data Warehousing Service categories:

1. Dependent Data Mart Development Services
2. Data Warehousing Migration Services
3. Data Warehousing Technology Migration Services

### **1.2 BACKGROUND**

This is a reprocurement of one task under the **Data Management Services** term contract presently due to expire on **March 31, 2012**. Bidders interested in the current contract specifications and pricing information may review the current contract T2158 at [http://www.nj.gov/treasury/purchase/oa/contracts/t2158\\_05-x-35651.shtml](http://www.nj.gov/treasury/purchase/oa/contracts/t2158_05-x-35651.shtml).

#### **1.2.1 DEPENDENT DATA MART DEVELOPMENT SERVICES**

The State's data warehousing architecture is a hub-and-spokes model whereby multiple data sources are integrated into a common enterprise environment for reuse, and multiple reporting solutions are sourced from that common environment.

Dependent Data Mart Development Projects involve working within the State's Enterprise Data Warehouse (EDW) environment, using the State's data warehousing technology platforms, to create new or modified reporting environments called Data Marts. They are dependent, because all or most data required in the reporting environment must be integrated at the subject-area level inside the EDW. These projects must be coordinated with the State's EDW unit, located in the Office of Data Management Services within the Office of Information Technology.

#### **1.2.2 DATA WAREHOUSE MIGRATION PROJECTS**

Periodically, the State has a need to migrate independent data warehouses and data marts into the enterprise environment, or migrate the entire enterprise data warehouse (EDW) environment

or a significant subset of it to another environment. These projects shall be coordinated with the State's EDW unit, located in the Office of Data Management Services within the Office of Information Technology.

### **1.2.3 DATA WAREHOUSING TECHNOLOGY MIGRATION PROJECTS**

Periodically, the State has a need to migrate from an older version of a technology platform to a more recent version, or migrate from one technology platform to one from another vendor. These projects must be coordinated with the State's EDW unit, located in the Office of Data Management Services within the Office of Information Technology.

## **1.3 KEY EVENTS**

### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Division shall electronically accept questions and inquiries from all potential bidders via the web at <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 must not contact the Using Agency directly, in person, by telephone or by e-mail, 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, shall be posted on the Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

### **1.3.2 SUBMISSION OF PROPOSAL**

In order to be considered for award, the proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW SHALL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

PROPOSAL 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 Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Purchase Bureau.

Procedural inquiries concerning this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address also may be used to submit requests to review proposal documents. The State shall not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://eBid.nj.gov/OA.aspx>.

### **1.3.3 ELECTRONIC BIDDING (EBID)**

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

#### **On-line Electronic Bid Training Sessions:**

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It shall be the bidder’s responsibility to ensure that the eBid has been properly submitted.

### **1.3.4 MANDATORY/OPTIONAL SITE VISIT**

NOT APPLICABLE TO THIS PROCUREMENT

### **1.3.5 MANDATORY/OPTIONAL PRE-PROPOSAL CONFERENCE**

NOT APPLICABLE TO THIS PROCUREMENT

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

ALL RFP ADDENDA SHALL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Division’s “Bidding Opportunities” website on a daily basis from time of RFP issuance through proposal opening.

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

### **1.4.2 BIDDER RESPONSIBILITY**

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

### **1.4.3 COST LIABILITY**

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

#### **1.4.4 CONTENTS OF PROPOSAL**

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to bid opening, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal shall be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and shall advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State shall not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

#### **1.4.5 PROPOSAL OPENING**

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals shall be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS**

Proposal 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.

#### **1.4.7 BID/PROPOSAL ERRORS**

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a bidder may withdraw its proposal as described below.

A bidder may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the Supervisor of the Bid Review Unit. If the request is granted, the bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after proposal opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Bid Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that shall be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State shall not be significantly prejudiced by granting the withdrawal of the proposal. After bid opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal opening date and be sent to the following address:

Department of the Treasury  
Purchase Bureau  
PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Bid Review Unit

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder shall have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the bidder to ascertain the true intent of the proposal.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

#### **1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

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 shall invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for its bidders. For states having preference laws, regulations, or practices, New Jersey shall use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

The bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal opening. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal opening shall not be considered in the evaluation of that procurement, but shall be retained and considered in the evaluation of subsequent procurements.

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

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. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions shall 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 Division of Purchase and Property.

**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 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.

**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 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 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 shall result in the rejection of a proposal as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Small business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

**State** – State of New Jersey.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

**Subcontractor** – An entity having an arrangement with a State contractor, where by 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.

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

**Using Agency[ies]** – The entity[ies] for which the Division has issued this RFP and shall enter into a contract.

## **2.2 CONTRACT-SPECIFIC DEFINITIONS**

**Data Mart** – A data mart is a non-transactional data repository that brings together data from other systems for reporting, with an emphasis on ease-of-access, performance, and presenting the data needed in the format desired. Data marts may be developed as independent - directly from source systems, or, dependent – sourced from an enterprise data warehouse environment. Data marts often present summary data and customize the data format for the intended audience. Data marts can be operational or analytical. End-users use business intelligence tools to access the data marts.

**Data Mart, Dependent** – This is an information repository that provides a customized historical perspective for a specific reporting community. Dependent data marts receive their data from an enterprise data warehouse environment, so that a report created in one data mart will provide the same answer as one created in another for the same data question.

**Data Warehouse** – A data warehouse is a non-transactional data repository that integrates data from other systems to create an atomic, subject-oriented, time-variant environment to support analytical reporting. Reporting may occur directly against a data warehouse, or the data warehouse may be the source for reporting data marts. While any database built to meet these purposes can be called a data warehouse, the creation of multiple stand-alone or system-based data warehouses is a sign of information architecture immaturity, and these are more accurately described as independent data marts.

**Data Warehouse, Enterprise (EDW)** – This is the environment for the State's enterprise information repositories in which: data is integrated at the subject area level, not the system level, reference data is standardized, and, consistent definitions for data elements are applied. The EDW is not a single database but a virtual environment in which multiple repositories are designed, constructed, and maintained consistently. An EDW approach helps to minimize data quality issues while reducing overall reporting costs.

**Data Warehousing** – A process for creating enterprise information repositories that provides a historical perspective for decision support and business analysis. To provide an effective analysis system, data may be integrated from multiple dissimilar hosts in different file formats. Data Warehousing is a process, not a project, and the data is integrated at the subject area level, not the system level.

**Data Warehousing Services (DWS)** – For purposes of this RFP, Data Warehousing Services (DWS) consist of three tasks: Data Mart Development, Data Warehousing Migration, and Data Warehousing Technology Migration. These tasks share in common the use of related technologies to collect, standardize, integrate, publish, and maintain data elements across multiple State programs as a reusable enterprise resource with known quality.

**Data Warehousing Technology (DWT)** - For purposes of this RFP Data Warehousing Technology is one of the related DWS technologies to collect, standardize, integrate, publish, and maintain data elements across multiple State programs as a reusable resource with known quality.

**Data Modeling, Dimensional** – This is the creation of data mart reporting structures where all of the measurable data is placed into a Fact table, whose natural key is the aggregation of all of the foreign keys of the Dimension tables that define each Fact. It produces a structure called a Star Schema, which gets its name from the star-like nature of the central Fact table linked to each of the individual Dimension tables.

**Data Modeling, Relational** – This is the creation of normalized (non-redundant) data structures that are consistent with Third-Normal Form or Boyce-Codd Normal Form.

**Extract, Transform and Load (ETL)** – The processes of extracting data from heterogeneous source data sets, transforming the data so it can be integrated, and then loading the data into a target database, and the tools that performs these processes.

**Multi-Tier Application Architecture** – In computing, Multi-tier is an application architecture in which the user interface ("presentation logic"), functional process logic ("business rules"), data storage and data access are developed and maintained as independent modules, possibly on separate platforms and separated by firewalls.

**OIT** – The New Jersey Office of Information Technology

**RDBMS** – Relational Database Management System

**SQL** - Structured Query Language

### **3.0 SCOPE OF WORK**

#### **LIST OF SERVICES:**

This contractor must perform the following categories of Data Warehousing services:

1. Dependent Data Mart Development Services
2. Data Warehousing Migration Services
3. Data Warehousing Technology Migration Services

#### **3.1 DEPENDENT DATA MART DEVELOPMENT SERVICES**

The contractor shall work within the New Jersey enterprise data warehouse (EDW) environment to create new or modified reporting environments, or data marts. The contractor shall use existing data and/or add new data to the EDW to create data marts. The contractor shall coordinate these projects with the State's EDW unit. The contractor shall provide personnel with the following titles and skill sets for Dependent Data Mart Development Services:

##### **Dependent Data Mart Project Architect Skill Sets:**

1. Experience directing the technical, business, and personnel aspects of data integration projects through the implementation of data marts as part of an enterprise data warehouse program, including requirements gathering, analysis, modeling, design data extraction, data transformation, data integration, and OLAP reports.
2. Excellent analytical, oral and written communications skills.
3. Experience in the facilitation of end user interviews, analysis of requirements, and design of star schema structures for proofs of concept using various data mart development strategies.
4. Experience with data warehousing projects that acquire source data from multiple source types (mainframes, client/server, windows, etc.), including multiple server platforms, and very large databases.
5. Experience performing data normalization and modeling of large database management systems, including:
  - Extensive experience in business analysis, data modeling, logical and physical database design, data acquisition analysis and design, and data access analysis and design.
  - Extensive experience creating logical and physical database models of large/complex source systems using data modeling tools such as ERWin.
  - Experience with relational and dimensional data modeling methodologies including data normalization/de-normalization.
  - Experience developing data dictionaries, metadata and data model documentation.
  - Experience evaluating existing data models, both logical and physical, for accuracy and flexibility, and preparation, evaluation and integration of existing models with enterprise models.
  - Experience with identifying inter-or intra-database relationship conflicts that occur at the schema level, and those that are semantic (i.e., synonyms and homonyms).
  - Experience resolving conflicts across multiple mission-critical databases, at the schema, entity, attribute, or instance relationship level.

6. Experience overseeing design and implementation of logical schemas, key constraints, triggers, and indexing strategies.
7. Experience understanding and recommending replication methodologies and tools.
8. Experience in designing data marts hosted on Oracle in UNIX, including performance tuning.
9. Experience with Business Objects data mart reporting tool.
  - Experience creating systems for operational and analytical reporting.
  - Experience configuring RDBMS databases and servers supporting large volumes of data for business intelligence applications.
  - Experience managing resources for maintaining the data dictionary and Meta data for business intelligence applications.
10. Experience with DataStage for ETL processing, to include:
  - Experience with development of data warehouse, data mart, and/or operational data store applications, including large-scale data volumes, focusing on ETL development.
  - Experience with the use of SQL programming tools such as Oracle PL/SQL or T-SQL.
  - Experience developing and creating source system mapping.
  - Experience verifying program logic by preparing test data and conducting unit tests in ETL.
  - Experience with ETL and data model testing techniques.

**Senior Dependent Data Mart Developer Skill Sets:**

1. Experience participating in end user interviews, requirements analysis, and star schema design for proofs of concept using various development strategies for building data marts.
2. Experience performing data normalization
3. Experience with dimensional data modeling of Star Schemas using tools such as ERWin.
4. Experience overseeing design and implementation of logical schemas, key constraints, triggers, and indexing strategies.
5. Must have good analytical, oral and written communications skills.
6. Experience tuning and monitoring data marts and transitioning data marts from development to production.
7. Experience recovering from production data mart emergencies.
8. Experience with Datastage for ETL processing, to include:
  - Experience with development of data warehouse, data mart, and/or operational data store applications, including large-scale data volumes, focusing on ETL development.
  - Experience with the use of SQL programming tools such as Oracle PL/SQL or T-SQL.
  - Experience developing and creating source system mapping.

- Experience verifying program logic by preparing test data and conducting unit tests in ETL.
  - Experience with ETL and data model testing techniques.
9. Experience with Business Objects reporting tools.
- Experience creating systems for operational and analytical reporting.
  - Experience configuring RDBMS databases and servers supporting large volumes of data for business intelligence applications.
  - Experience managing resources for maintaining the data dictionary and Meta data for business intelligence applications.
  - Experience with data warehouses, data marts, legacy systems, and other data sources.
10. Experience with Data Marts hosted on Oracle.

**Dependent Data Mart Developer Skill Sets:**

1. Experience performing data normalization.
2. Experience with dimensional data modeling of Star Schemas using tools such as ERWin.
3. Experience overseeing design and implementation of logical schemas, key constraints, triggers, and indexing strategies.
4. Must have analytical, oral and written communications skills.
5. Experience tuning and monitoring data marts and transitioning data marts from development to production.
6. Experience recovering from production data mart emergencies.
7. Experience with DataStage for ETL processing, to include:
  - Experience with development of data warehouse, data mart, and/or operational data store applications, including large-scale data volumes, focusing on ETL development.
  - Experience with the use of SQL programming tools such as Oracle PL/SQL or T-SQL.
  - Experience developing and creating source system mapping.
  - Experience verifying program logic by preparing test data and conducting unit tests in ETL.
  - Experience with ETL and data model testing techniques.
8. Experience with Business Objects reporting tools.
  - Experience creating systems for operational and analytical reporting.
  - Experience managing resources for maintaining the data dictionary and Meta data for business intelligence applications.
  - Experience with data warehouses, data marts, legacy systems, and other data sources.
9. Experience with Data Marts hosted on Oracle.

### **3.2 DATA WAREHOUSE MIGRATION PROJECTS**

The contractor shall migrate independent data warehouses and data marts into a common enterprise environment. The contractor shall migrate the entire enterprise data warehouse (EDW) environment or a significant subset of it to another environment. The contractor shall coordinate these projects with the State's EDW unit. The contractor shall provide personnel with the following titles and skill sets for Data Warehouse Migration Services:

#### **Data Warehouse Project Architect Skill Sets:**

1. Experience directing the technical, business, and personnel aspects of consulting engagements through the implementation of Data marts as part of a data warehouse project, including data extraction, transformation and OLAP reporting.
2. Must have excellent analytical, oral and written communications skills.
3. Experience with architecture that allows users to retrieve data from multiple source types (mainframes, client/server, windows, etc.), including multiple server platforms, and accessing vast data sources.
4. Experience performing data normalization and modeling of large database management systems, including:
  - Extensive experience in business analysis, data modeling, logical and physical database design, data acquisition analysis and design, and data access analysis and design.
  - Extensive experience creating logical and physical database models of large/complex source systems using data modeling tools such as ERWin.
  - Experience with relational and dimensional data modeling methodologies including data normalization/de-normalization.
  - Experience developing data dictionaries, metadata and data model documentation.
  - Experience evaluating existing data models, both logical and physical, for accuracy and flexibility, and preparation, evaluation and integration of existing models with enterprise models.
  - Experience with identifying inter-or intra-database relationship conflicts that occur at the schema level or those that are semantic-based (i.e., synonyms and homonyms).
  - Experience resolving mission-critical databases' schema, entity, attributes, or instance relationship conflicts.
5. Experience overseeing design and implementation of logical schemas, key constraints, triggers, and indexing strategies.
6. Experience understanding and recommending replication methodologies and tools.
7. Experience in designing Data Marts hosted on Oracle in UNIX, including performance tuning.
8. Experience in Data Warehousing migration projects.
  - Experience in migrating independent data marts into an enterprise data warehouse.
  - Experience migrating a standalone data warehousing subject area into an enterprise data warehouse.

- Experience migrating an enterprise data warehouse from one hosting environment to another.
9. Experience with Business Objects Data Mart reporting tool.
- Experience creating systems for operational and analytical reporting.
  - Experience configuring RDBMS databases and servers supporting large volumes of data for business intelligence applications.
  - Experience managing resources for maintaining the data dictionary and Meta data for business intelligence applications.
10. Experience with DataStage for ETL processing, to include:
- Experience with development of data warehouse, data mart, and/or operational data store applications, including large-scale data volumes, focusing on ETL development.
  - Experience with the use of SQL programming tools such as Oracle PL/SQL or T-SQL.
  - Experience developing and creating source system mapping.
    - ✓ Experience verifying program logic by preparing test data and conducting unit tests in ETL.
    - ✓ Experience with ETL and data model testing techniques.

**Senior Data Warehouse Developer Skill Sets:**

1. Experience with architecture that allows users to retrieve data from multiple source types (mainframes, client/server, windows, etc.), including multiple server platforms, and accessing vast data sources.
2. Experience performing data normalization and modeling of large database management systems, including:
  - Extensive experience in business analysis, data modeling, logical and physical database design, data acquisition analysis and design, and data access analysis and design.
  - Extensive experience creating logical and physical database models of large/complex source systems using data modeling tools such as ERWin.
  - Experience with relational and dimensional data modeling methodologies including data normalization/de-normalization.
  - Experience developing data dictionaries, metadata and data model documentation.
  - Experience evaluating existing data models, both logical and physical, for accuracy and flexibility, and preparation, evaluation and integration of existing models with enterprise models.
  - Experience with identifying inter-or intra-database relationship conflicts that occur at the schema level or those that are semantic-based (i.e., synonyms and homonyms).
  - Experience resolving mission-critical databases' schema, entity, attributes, or instance relationship conflicts.
3. Experience overseeing design and implementation of logical schemas, key constraints, triggers, and indexing strategies.

4. Must have analytical, oral and written communications skills.
5. Experience understanding and recommending replication methodologies and tools.
6. Experience in designing Data Marts hosted on Oracle in UNIX, including performance tuning.
7. Experience in Data Warehousing migration projects.
  - Experience in migrating independent Data Marts into an enterprise data warehouse.
  - Experience migrating a standalone Data Warehousing subject area into an enterprise data warehouse.
8. Experience with BusinessObjects Data Mart reporting tool.
  - Experience creating systems for operational and analytical reporting.
  - Experience configuring RDBMS databases and servers supporting large volumes of data for business intelligence applications.
  - Experience managing resources for maintaining the data dictionary and Meta data for business intelligence applications.
9. Experience with DataStage for ETL processing, to include:
  - Experience with development of Data Warehouse, Data Mart, and/or operational Data Store applications, including large-scale data volumes, focusing on ETL development.
  - Experience with the use of SQL programming tools such as Oracle PL/SQL or T-SQL.
  - Experience developing and creating source system mapping.
    - ✓ Experience verifying program logic by preparing test data and conducting unit tests in ETL.
    - ✓ Experience with ETL and data model testing techniques.

**Data Warehouse Developer Skill Sets:**

1. Experience performing data normalization.
2. Experience with dimensional data modeling of Star Schemas using tools such as ERWin.
3. Experience overseeing design and implementation of logical schemas, key constraints, triggers, and indexing strategies.
4. Must have analytical, oral and written communications skills.
5. Experience tuning and monitoring Data Marts and transitioning Data Marts from development to production.
6. Experience recovering from production Data Mart emergencies.
7. Experience in migrating independent Data Marts into an enterprise Data Warehouse.
8. Experience with Datastage for ETL processing, to include:
  - Experience with development of Data Warehouse, Data Mart, and/or operational data store applications, including large-scale data volumes, focusing on ETL development.
  - Experience with the use of SQL programming tools such as Oracle PL/SQL or T-SQL.

- Experience developing and creating source system mapping.
  - Experience verifying program logic by preparing test data and conducting unit tests in ETL.
  - Experience with ETL and data model testing techniques.
9. Experience with BusinessObjects reporting tools.
- Experience creating systems for operational and analytical reporting.
  - Experience managing resources for maintaining the data dictionary and Meta data for business intelligence applications.
  - Experience with Data Warehouses, Data Marts, legacy systems, and other data sources.

### **3.3 DATA WAREHOUSING TECHNOLOGY MIGRATION PROJECTS**

The contractor shall migrate the State from a particular data warehousing technology platform to a different data warehousing technology platform while providing the same functionality in the new platform. The contractor shall provide personnel with the following titles and skill sets for Data Warehouse Technology Migration Services:

#### **Data Warehousing Technology Architect Skill Sets:**

1. Experience directing the technical, business, and personnel aspects of consulting engagements through the implementation of technology platforms as part of a Data Warehouse environment, including data extraction, transformation and OLAP reporting platforms.
2. Must have excellent analytical, oral and written communications skills.
3. Experience understanding and recommending replication methodologies and tools.
4. Experience creating systems for operational and analytical reporting.
5. Experience configuring RDBMS databases and servers supporting large volumes of data for business intelligence applications.
6. Experience with ETL development for data warehouse, data mart, and/or operational data store applications, including those with large-scale data volumes.

#### **Senior Data Warehousing Technology Engineer Skill Sets:**

1. Experience leading the technical aspects of technology implementation and migration engagements as part of a Data Warehouse environment, including data extraction, transformation and OLAP reporting platforms.
2. Must have analytical, oral and written communications skills.
3. Experience understanding and implementing replication methodologies and tools.
4. Experience creating systems for operational and analytical reporting.
5. Experience deploying RDBMS databases and servers supporting large volumes of data for business intelligence applications.
6. Experience with ETL development for Data Warehouse, Data Mart, and/or operational Data Store applications.

### **Data Warehousing Technology Engineer Skill Sets:**

1. Experience with technology implementation and migration engagements as part of a Data Warehouse environment, including data extraction, transformation and OLAP reporting platforms.
2. Must have analytical, oral and written communications skills.
3. Experience understanding and implementing replication methodologies and tools.
4. Experience creating systems for operational and analytical reporting.
5. Experience deploying RDBMS databases and servers supporting large volumes of data for business intelligence applications.
6. Experience with ETL development for data warehouse, data mart, and/or operational data store applications.

## **3.4 METHOD OF ENGAGEMENT**

### **3.4.1 ENGAGEMENT COST LIMITATIONS**

#### **3.4.1.1 SKILLS SUPPLEMENT PROJECT REQUESTS (SSPR) - COST LIMITATIONS**

Skills Supplement Project Requests (SSPRs) will be used when the estimate for the amount of the required effort for a single project, regardless of the number of tasks and contractors involved, is \$1,500,000 or less. The requesting agency, with the written approval of the Director of the Division of Purchase and Property, reserves the right to increase the total expenditures covered by a single project request up to a maximum of \$1,750,000. Under no circumstances shall the total expenditures on a single SSPR project exceed \$1,750,000.

Any SSPR with a cost estimate that exceeds \$1,500,000, will require a RFP or other procurement mechanism.

#### **3.4.1.2 FULL SERVICE PROJECT REQUESTS (FSPR) - COST LIMITATIONS**

Full Service Project Requests (FSPRs) will be used when the estimate for the amount of the required effort for a single project, regardless of the number of tasks and contractors involved, is \$2,000,000 or less. The requesting agency, with the written approval of the Director of the Division of Purchase and Property, reserves the right to increase the total expenditures covered by a single project request up to a maximum of \$2,250,000. Under no circumstances should the total expenditures on a single "Full Service Project Request" exceed \$2,250,000.

Any "Full Service Project Request" whose cost estimate exceeds \$2,000,000, will require a RFP or other procurement mechanism.

### **3.4.2 GENERAL ENGAGEMENT PROCEDURE**

Engagements will be offered to the contractors using the following procedure:

- Each engagement will be offered to all contractors for each task concurrently.
- Each contractor that can undertake the engagement shall submit its response.

- Responses will be evaluated and the selection will be made based upon the response that most clearly matches the State's needs, price and other factors considered.

In the event that any contractor does not accept an engagement, the reason for not accepting the engagement must be submitted, in writing, via e-mail, to the Office of Information Technology (OIT) at the time responses are due.

More than one (1) contractor may be engaged for specific project requests if more than one (1) task is required. In the event that multiple contractors are needed for any project, contractors shall interface in an effective and efficient manner to successfully complete the project.

As noted above, regardless of number of tasks and contractors involved, the total cost for any one (1) project will not exceed limitations specified above in RFP Section 3.4.1.

As part of the engagement process, the contractor may be required to participate in a pre-engagement conference and/or interview (RFP Section 3.5).

The contractor will not be paid for any work related to the engagement process including the pre-engagement conference/interviews.

### **3.4.3 ENGAGEMENT PROCEDURE - SKILLS SUPPLEMENT PROJECT REQUEST (SSPR)**

#### **3.4.3.1 REQUESTING AGENCY REQUIREMENTS - SSPR**

Requests to engage contractor(s) under this contract for SSPRs must be processed through OIT. Requesting agencies must complete and forward an SSPR to the Director of Data Management Services at OIT. The SSPR must include the following:

- A Scope of Work.
- Fiscal and Financial Information.
- Time Frame.
- Deliverables.
- If interviews will be requested.
- Any other documentation deemed necessary by OIT.

#### **3.4.3.2 OIT APPROVAL OF AGENCY REQUEST - SSPR**

Following receipt of an SSPR from a requesting agency, OIT will review the request for appropriateness under the contract. If the request is deemed appropriate, OIT, with assistance from the requesting agency, will identify the following:

- The most appropriate task(s).
- The most appropriate skill title(s) within each task.
- The estimated hours for each skill title within each task needed to fully complete the SSPR.

OIT will determine the estimated cost of the SSPR based upon the average of all contractor rates for the skill titles within each task. The estimated amount will be within the dollar limitations of RFP Section 3.4.2, for OIT to continue with the engagement process.

OIT will evaluate the estimated cost of the SSPR based on the rates of each contractor's contract. To be considered, responses will be within the dollar limitations of RFP Section 3.4.2.

Should no response be within those limitations, OIT will prepare a revised estimate of work that accommodates the highest rates for the skill titles within each task. The revised estimated amount will be within the cost limitations for OIT to continue with the engagement process. The SSPR will then be re-offered to the contractors.

#### **3.4.3.3 OIT ENGAGEMENT PROCEDURE - SSPR**

OIT will offer each SSPR to all contractors for the required task(s).

#### **3.4.3.4 CONTRACTOR ENGAGEMENT PROCEDURE - SSPR**

##### **A. SSPR INFORMATION GIVEN TO THE CONTRACTOR**

OIT will e-mail the SSPR to the contractor. The SSPR will contain the following information:

1. Identification of the site(s) and location of the SSPR.
2. The purpose and intent of the SSPR.
3. Description of the problem to be addressed.
4. Outline of anticipated deliverables, tasks, reports, etc.
5. Projected time frame of the SSPR and proposed general schedule.
6. Schedule for pre-engagement meeting where required.
7. Confidentiality Agreement, if required.
8. Any other information deemed necessary.

##### **B. CONTRACTOR RESPONSE TO THE SSPR**

The contractor shall respond within three (3) business days of receipt of the SSPR. The initial contractor response shall consist of written notice, via e-mail, that the contractor shall attempt to fulfill the State's requirements for the SSPR or the contractor is unable to accept the engagement. The contractor may resubmit its initial response as long as the three (3) day business period has not expired.

If the contractor is able to accept the SSPR, the contractor must prepare a complete response to the SSPR request. The contractor's response must follow any instructions set forth by OIT concerning the content and timing of the response. The contractor's response to the SSPR should be e-mailed to OIT within the timeframe specified by the request.

The contractor's response shall consist of the resume(s) of the individuals proposed for the SSPR. If required by OIT, the contractor must respond on the form or forms designated and provided by OIT for this purpose. The resume(s) submitted should be customized to the specific project requirements and should highlight and clearly demonstrate that the individuals proposed meet the State's requirements for experience, training, education etc. stated in the SSPR. It is the responsibility of the contractor to ensure that the resume(s) list all pertinent and required information. Resumes of candidates that do not contain all required information are cause for rejection.

Contractors are advised that the only personnel approved for use under this contract are those personnel that were proposed in the contractors bid proposal and accepted by the State. Contractors shall be allowed to substitute and/or add personnel. Should the contractor choose to substitute and/or add personnel the contractor may do so during the engagement process. The contractor shall submit those names and resumes of those to be added and/or substituted to

OIT for review. The State can reject the contractor's proposed addition(s) and/or substitution(s) as not qualified to perform the SSPR.

The contractor may submit up to five (5) resumes of qualified and available individuals for each individual request for resource. For example, if the SSPR requires two (2) individuals, the contractor may submit ten (10) resumes of qualified and available individuals for consideration. When appropriate, the contractor should clearly identify the priority order in which it would like the State to consider the proposed individuals. Be advised that the State can reject one (1) or more of the contractor's proposed individuals as not qualified to perform the SSPR.

**Contractors shall not submit resumes of individuals who will not be available to work on an SSPR. Contractors shall not submit resumes of individuals who will not be available for interviews during the selection process.**

### **C. ENGAGEMENT AWARD**

If a contractor's response to a SSPR engagement request fails to meet the requirements of the request, that contractor will not receive the engagement to perform the SSPR. The reasons that the contractor's submission to the engagement request may be found "non-responsive" include:

- Resume of individual(s) proposed are found unqualified to perform the SSPR because of experience, training, required certification, etc.
- Insufficient staff resources proposed to meet the SSPR.
- Cannot meet the SSPR schedule.
- Any other material deviations from the SSPR.

Only contractors who submit SSPR responses will receive a written response from OIT concerning the results. Contractors who elect not to submit a response to an SSPR will not be notified of the results.

A Purchase Order shall serve as formal authorization to begin services for an engagement. The Purchase Order shall be issued as a contract release order by OIT, or the requesting agency. If the Purchase Order is issued by the requesting agency, the requesting agency must have written approval of OIT.

### **3.4.4 ENGAGEMENT PROCEDURE - FULL SERVICE PROJECT REQUEST (FSPR)**

#### **3.4.4.1 REQUESTING AGENCY REQUIREMENTS - FSPR**

Requests to engage contractor(s) under this contract for FSPRs must be processed through OIT. Requesting agencies must complete and forward an FSPR to the Director of Data Management Services at OIT. The FSPR must include the following:

- Identification of the site(s) and location of the FSPR;
- Scope of work;
- Fiscal and financial information;
- Proposed Schedule;
- Any other documentation deemed necessary by OIT.

#### **3.4.4.2 OIT APPROVAL OF AGENCY REQUEST - FSPR**

Following receipt of an FSPR from a requesting agency, OIT will review the request for appropriateness for use under the contract. If the request is deemed appropriate, OIT, with assistance from the requesting agency, will identify the following:

- The most appropriate task;
- The most appropriate skill title(s) within the task;
- The estimated hours for each skill title within the task needed to fully complete the FSPR;
- The project deliverables, scope of work, and other supporting documents.

OIT will determine the estimated cost of the FSPR based upon the highest contractor rate for the skill titles within the task. The estimated amount must be within the dollar limitations of RFP Section 3.4.2, for OIT to continue with the engagement process.

OIT will evaluate the estimated cost of the FSPR based on the cost proposal of each contractor's contract. To be considered, a response must be within the dollar limitations of RFP Section 3.4.2. Should no response be within those limitations, the agency, working with OIT, may prepare a revised estimate of work that reduces the scope and then re-offer it to the contractors or the FSPR may be abandoned.

#### **3.4.4.3 OIT ENGAGEMENT PROCEDURE - FSPR**

OIT will offer each FSPR to all contractors for the required task(s). More than one (1) contractor may be engaged for FSPRs, if more than one (1) task is involved.

#### **3.4.4.4 CONTRACTOR ENGAGEMENT PROCEDURE - FSPR**

##### **A. FSPR INFORMATION GIVEN TO THE CONTRACTOR**

OIT will e-mail the FSPR to the contractor. The FSPR will contain the following information:

1. Identification of the site(s) and location of the FSPR.
2. The purpose and intent of the FSPR.
3. Description of the problem to be addressed.
4. Outline of anticipated tasks.
5. Projected time frame of the FSPR and proposed general schedule.
6. Schedule for pre-engagement meeting where required.
7. State resources involved in the FSPR.
8. OIT's estimate of hours per task by skill title to fully complete the FSPR. This will only be used as a benchmark for completing the FSPR.
9. Deliverables.
10. Confidentiality Agreement, if required.
11. Any other information deemed necessary.

## **B. CONTRACTOR RESPONSE TO THE FSPR**

The contractor shall respond within three (3) business days of receipt of the FSPR. The initial contractor response shall consist of written notification, via e-mail, that the contractor shall attempt to fulfill the State's requirements for the FSPR or the contractor is unable to accept the engagement. The contractor may resubmit its initial response as long as the three (3) day business period has not expired.

If the contractor is able to accept the FSPR, the contractor must prepare a complete response to the FSPR request. The contractor's response must follow any instructions set forth by OIT concerning the content and timing of the response. The contractor's response to the FSPR should be e-mailed to OIT within the timeframe specified by the request.

The contractor's response shall include the following information:

### **1. Resumes**

The contractor shall provide resume(s) of the individual(s) proposed as the project team for the FSPR. If required by OIT, the contractor must respond on the form or forms designated and provided by OIT for this purpose. The resume(s) submitted should be customized to the specific project requirements and should highlight and clearly demonstrate that the individuals proposed meet the State's requirements for experience, training, education etc. stated in the FSPR. It is the responsibility of the contractor to ensure that the resume(s) list all pertinent and required information. Resumes of candidates that do not contain all required information are cause for rejection.

Contractors are advised that the only personnel approved for use under this contract are those personnel that were proposed in the contractors bid proposal and accepted by the State. Contractors shall be allowed to substitute and/or add personnel. Should the contractor choose to substitute and/or add personnel, the contractor may do so during the engagement process. The contractor shall submit those names and resumes of those to be added and/or substituted to OIT for review. The State can reject the contractor's proposed addition(s) and/or substitution(s) as not qualified to perform the FSPR.

**Contractors shall not submit resumes of individuals who are not or will not be available to work on an FSPR. Contractors shall not submit resumes of individuals who will not be available for interviews during the selection process.**

2. Statement that the contractor shall be able to meet the schedule provided by OIT.
3. The contractor shall provide a firm fixed price quote to complete the FSPR. The contractor's firm fixed price quote shall only address those tasks of the FSPR. The price quote must detail the number of hours by skill title necessary to complete the project. The contractor must use its contracted hourly rate when calculating the firm fixed price quote. The contractor shall not be entitled to additional compensation in the event the FSPR requires additional hours not specified in its firm fixed price quote.

### **3.4.4.5 ENGAGEMENT AWARD PROCEDURE- FSPR**

Subsequent to the submission of all information by a contractor for an FSPR, OIT shall fully review the data for conformance to the FSPR (may involve a pre-engagement conference/interviews per RFP Section 3.5). Should OIT determine that the contractor is responsive to the FSPR and OIT agrees with the hours and costs proposed by the contractor, the contractor shall be awarded the FSPR.

Should OIT determine that the contractor(s) are responsive, but OIT does not agree with the hours and costs proposed by the contractor(s), OIT and the contractor(s) shall attempt to agree on the maximum number of hours for each skill title needed to complete the FSPR. If OIT and the contractor(s) cannot agree on the number of hours for each skill title within (5) five business days, OIT will establish the maximum number of hours for each skill title.

Any hours required beyond those indicated in the FSPR award must first be justified in advance by the contractor and approved in writing by OIT prior to the additional work effort being performed. Any hours worked in excess of the approved maximum for each skill title, without prior written approval of OIT, shall not be compensated.

If a contractor's response to an FSPR engagement request fails to meet the requirements of the request, that contractor shall not receive an award to perform the FSPR. The reasons that the contractor's submission to the engagement request may be found "non-responsive" include:

- Resume of individual(s) proposed are found unqualified to perform the FSPR because of experience, training, required certification, etc.
- Insufficient staff resources proposed to meet the FSPR.
- Cannot meet the FSPR schedule.
- Any other material deviations from the FSPR.

Only contractors who submit FSPR responses will receive a written response from OIT concerning the results. Contractors who elect not to submit a response to an FSPR will not be notified of the results.

A Purchase Order shall serve as formal authorization to begin services for an engagement. The Purchase Order shall be issued as a contract release order by OIT, or the requesting agency. If the Purchase Order is issued by the requesting agency, the requesting agency must have written approval of OIT to do so.

### **3.5 PRE-ENGAGEMENT CONFERENCE/INTERVIEWS**

The contractor shall be asked to clarify its submission by participating in a formal interview process conducted by the evaluation team members for the SSPR or FSPR. The purpose of the interview is to provide an opportunity for the contractor's proposed personnel to clarify their knowledge, relevant experience, education and training as it relates to the specific SSPR or FSPR.

Failure to make an individual available for an interview may result in the individual being determined "not available" for assignment to the project and thus rejected. Original proposal submissions cannot be supplemented, changed or corrected in any way. **No additional resumes may be submitted before, during or after the interviews.** A contractor shall not attend interviews by its competitors or participate in any way. Choosing if, when, and who to interview is at the discretion of the using agency and OIT. Having an interview should not be construed to imply acceptance or rejection of any submission in response to a SSPR or FSPR. OIT shall schedule the time and location of any such interviews.

The contractor shall not be paid for any work related to the engagement process including the pre-engagement conference/interviews.

### **3.6 UNSATISFACTORY WORK**

If the contractor's performance in the management or execution of work during the course of an engagement is not satisfactory, OIT will notify the contractor's Engagement Manager of the problem for immediate resolution. Failure to correct problems within five business days shall result in the State taking further action with the contractor which may end in termination of the contract in accordance to the Standard Terms and Conditions.

The State reserves the right to cancel a contract, per Purchase Bureau Standard Terms and Conditions for submitting numerous no-bid responses to engagement requests.

### **3.7 SPECIFIC PROJECT REQUESTS - EXTENSIONS**

A Project Extension will be defined as additional funding above the original estimated amount of a Project Request/SSPR at the time of initial engagement.

All requests for an extension must be submitted by OIT to the Director for review, and if appropriate, approval. Such requests must be submitted in the format and at the level of detail established by the Purchase Bureau. Such extensions shall only be permitted when they are within the cost limitations of RFP Section 3.4.2.

### **3.8 MAINTENANCE OF RECORDS BY OIT**

OIT will maintain all records concerning the selection process, purchase orders and contract management on all specific project requests.

These records will be maintained by OIT for a period of seven (7) years from the date of final contract expiration, including any extensions.

### **3.9 RECORD KEEPING**

Contractor personnel must submit detailed weekly time reports which must be reviewed and, if appropriate, approved by the State's Contract Manager. The contractors shall submit invoices monthly. Invoices for specific project request work shall be paid based on actual hours worked for work satisfactorily completed. The contractor is required to submit detailed time sheets for all work performed. Time sheets and other supporting documentation must show more than just hours and times worked. All invoices must contain an affirmative statement from the contractor showing what successful outputs, outcomes, deliverables, end products, etc. have resulted from the hours worked.

### **3.10 SOFTWARE/HARDWARE/OWNERSHIP OF PRODUCT**

No hardware may be procured through this contract. All software (proprietary, package or custom developed), including modifications resulting from this contract, shall be the property of the State.

## **4.0 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 proposal.

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and shall be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/12x22384.shtml> unless noted otherwise.

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

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION**

#### **4.3.1 EBID SUBMISSION OF PROPOSAL**

If the bidder is submitting an eBid proposal, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the bidder submits both an eBid and a hard copy of the bidder's proposal, the eBid proposal shall prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, \*) in the filename.

#### **4.3.2 NON-EBID SUBMISSION**

The bidder must submit the following proposal copies:

- **One (1) complete ORIGINAL proposal**, clearly marked as the "ORIGINAL" proposal.
- **Four (4) complete and exact copies** clearly marked "COPY".
- **One (1) complete and exact ELECTRONIC copy** of the original proposal in PDF file format on disc (CD or DVD) to be viewable by State evaluators using Adobe Acrobat Reader software.

Copies are necessary in the evaluation of the proposal and for record retention purposes. A bidder failing to provide the requested number of copies shall be charged the cost incurred by the State in producing the requested number of copies. The bidder should make and retain a copy of its proposal.

#### **4.4 PROPOSAL CONTENT**

The proposal should be submitted in two volumes with the content of each volume as indicated below.

##### Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Section 2 - Technical Proposal (Section 4.4.3) – **NOTE: This section of the bidder's submission is limited to 40 pages or fewer, with no smaller than a 12 point font.**

Section 3 - Organizational Support and Experience (Section 4.4.4)

##### Volume 2

Section 4 – Price Schedule (Section 4.4.5)

#### **4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. 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 shall result in rejection of the proposal.

##### **4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeree is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeree electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

##### **4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an e-Bid proposal, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's firm and the bidder later determines at any time during the term of the Contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder shall submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### **4.4.1.1.3 NON-COLLUSION**

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they shall not be disclosed before proposal opening.
- c. No attempt has been made or shall be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at: [http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:24.2, 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 proposal. Failure to submit the form shall preclude the award of a contract.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND 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 (5) 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 for this purpose.

#### **4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN**

All bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

#### **4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS**

Pursuant to the provisions of N.J.S.A. 52:32-17 and N.J.A.C. 17:13, this contract, or a portion thereof, has been designated as a set-aside contract for small business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Division of Revenue, Small Business Enterprise Unit.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories: (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts shall not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Inasmuch as this is a full or partial set-aside contract, the bidder should provide, as part of its response to this solicitation, proof of its current registration as a qualifying small business with the New Jersey Division of Revenue, Small Business Enterprise Unit. Application and registration requirements are presented on the web at <http://www.nj.gov/njbusiness/contracting/> or by contacting that agency during business hours as indicated below.

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
SMALL BUSINESS ENTERPRISE UNIT  
33 WEST STATE STREET – FIFTH FLOOR  
PO BOX 026, TRENTON, NJ 08625-0026  
TELEPHONE: 609-292-2146  
FAX #: 609-292-8764

**\*\* IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER SHOULD ENSURE IT IS REGISTERED ON THE DAY OF PROPOSAL RECEIPT AND OPENING WITH THE DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO BE ELIGIBLE FOR AWARD.**

IN ORDER TO EXPEDITE THE SMALL BUSINESS REGISTRATION PROCESS FOR THIS PROCUREMENT, THE BIDDER MAY FAX A COPY OF RFP PAGE ONE (1) REFLECTING THE PROPOSAL SUBMISSION DUE DATE ALONG WITH THE COMPLETED SMALL BUSINESS REGISTRATION FORM TO THE NEW JERSEY DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO THE FAX NUMBER ABOVE.

#### **4.4.1.5.1 SMALL BUSINESS SET-ASIDE CONTRACTS**

This is a Partial Set-Aside Contract for **Category I, II, or III** for Small Businesses. The bidder must be registered as a qualifying small business with the Division of Revenue, Small Business Enterprise Unit by the date the proposal is received and opened. Evidence that the bidder has registered as a small business should be submitted with the proposal.

#### **4.4.1.6 BID SECURITY**

NOT APPLICABLE TO THIS PROCUREMENT.

#### **4.4.1.7 PRICING**

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

### **4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL**

#### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of proposal opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division shall be deemed ineligible for contract award. Under any circumstance, the Division shall rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder shall be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

#### **4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM**

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

#### **4.4.3 TECHNICAL PROPOSAL**

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

##### **4.4.3.1 BIDDER QUALIFICATIONS FOR DEPENDENT DATA MART DEVELOPMENT SERVICES**

The bidder must bid all skill titles within the Dependent Data Mart Development service category to be eligible for contract award. The bidder's personnel must be employees at time of bid submission. The bidder must detail they have completed at a minimum ten (10) Data Mart development projects within the past five (5) years serving as the primary contractor. The bidder must provide the following personnel qualification for each of the following skill titles.

**A. Data Mart Project Architect** – The bidder's employee must be able to demonstrate a minimum of five (5) years of progressively responsible leadership experience providing full life cycle services for Dependent Data Mart development at the project, program, and enterprise level. The bidder must propose a minimum of three (3) qualified personnel for a Data Mart Project Architect.

**B. Senior Data Mart Developer** - The bidder's employee must be able to demonstrate a minimum of five (5) years of progressively responsible Data Mart and Data Warehouse experience, including data modeling, configuration and performance tuning, with the ability to mentor and supervise Data Mart and Data Warehouse developers. The bidder must propose a minimum of five (5) qualified personnel for a Senior Data Mart Developer.

**C. Data Mart Developer** – The bidder's employee must be able to demonstrate a minimum of two (2) years of progressively responsible Data Mart and Data Warehouse experience, with the ability to work unsupervised and as part of a team. The bidder must propose a minimum of five (5) qualified personnel for a Data Mart Developer.

##### **4.4.3.2 BIDDER QUALIFICATIONS FOR DATA WAREHOUSE MIGRATION PROJECTS**

The bidder must bid all skill titles within the Data Warehouse Migration project to be eligible for contract award. The bidder's personnel must be employees at time of bid submission. The bidder must document they have completed at a minimum five (5) Data Warehousing Migration projects within the past five (5) years serving as the primary contractor. The bidder must provide the following personnel qualification for each of the following skill titles.

**A. Data Warehouse Project Architect** – The bidder's employee must be able to demonstrate a minimum of five (5) years of progressively responsible leadership experience providing full life cycle services for Data Warehouses, including at least three (3) data warehousing migration

projects. The bidder must propose a minimum of three (3) qualified personnel for a Data Warehouse Project Architect.

**B. Senior Data Warehouse Developer** - The bidder's employee must be able to demonstrate a minimum of five (5) years of progressively responsible Data Mart and Data Warehouse experience, including at least two (2) Data Warehousing migration projects, with the ability to mentor and supervise Data Warehouse developers. The bidder must propose a minimum of five (5) qualified personnel for a Senior Data Warehouse Developer.

**C. Data Warehouse Developer** – The bidder's employee must be able to demonstrate a minimum of two (2) years of progressively responsible data mart and data warehouse experience, including at least one (1) data warehousing migration project, with the ability to work unsupervised and as part of a team. The bidder must propose a minimum of five (5) qualified personnel for a Data Warehouse Developer.

#### **4.4.3.3 BIDDER QUALIFICATIONS FOR DATA WAREHOUSING TECHNOLOGY MIGRATION PROJECTS**

The bidder must bid all skill titles within the Data Warehousing Technology Migration service category to be eligible for contract award. The bidder's personnel must be employees at time of bid submission. The bidder must document they have completed at a minimum five (5) Data Warehousing Technology Migration projects within the past five (5) years serving as the primary contractor. The bidder must provide the following personnel qualification for each of the following skill titles.

**A. Data Warehousing Technology Architect** – The bidder's employee must be able to demonstrate a minimum of five (5) years of progressively responsible leadership experience providing Data Warehousing Technology implementations, including at least two (2) Data Warehousing Technology migration projects in the requested Data Warehousing technology. The bidder must propose a minimum of three (3) qualified personnel for a Data Warehouse Technology Architect.

**B. Senior Data Warehousing Technology Engineer** – The bidder's employee must be able to demonstrate a minimum of five (5) years of progressively responsible experience in the requested Data Warehousing technology, with the ability to mentor and supervise Data Warehousing technology engineers. The bidder must propose a minimum of five (5) qualified personnel for a Senior Data Warehouse Technology Engineer.

**C. Data Warehousing Technology Engineer** – The bidder's employer must be able to demonstrate a minimum of two (2) years of progressively responsible experience in the requested Data Warehousing technology, with the ability to work unsupervised and as part of a team. The bidder must propose a minimum of five (5) qualified personnel for a Data Warehouse Technology Engineer.

#### **4.4.3.4 MANAGEMENT OVERVIEW**

NOT APPLICABLE TO THIS PROCUREMENT

#### **4.4.3.5 CONTRACT MANAGEMENT**

The bidder shall describe its specific plans to manage, control and supervise the contract.

#### **4.4.3.6 CONTRACT SCHEDULE**

NOT APPLICABLE TO THIS PROCUREMENT

#### **4.4.3.7 MOBILIZATION AND IMPLEMENTATION PLAN**

NOT APPLICABLE TO THIS PROCUREMENT

#### **4.4.3.8 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.

#### **4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP. This section of the proposal must minimally contain the information identified below.

##### **4.4.4.1 LOCATION**

The bidder shall include the address of the bidder's office where responsibility for managing the contract shall take place. The bidder shall include the telephone number and name of the individual to contact.

##### **4.4.4.2 ORGANIZATION CHARTS**

- a. **Contract-Specific Chart.** The bidder shall include a contract organization chart, with names showing management, supervisory and all employees offered as candidates capable of completing the SSPR/FSPR requirements.
- b. **Chart for Entire Firm.** The bidder shall include an organization chart showing the bidder's entire organizational structure. This chart shall show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

##### **4.4.4.3 RESUMES**

Detailed resumes must be submitted for all personnel suggested for the skill sets listed in Section 3.0. Resumes shall emphasize relevant qualifications and experience in successfully completing the skill set requirements listed in Section 3.0 of the RFP. Resumes must also detail the following:

- The individual's previous experience in completing each similar contract.
- Beginning and ending dates for each similar contract.
- A description of the contract demonstrating 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 name and address of each reference together with a person to contact for a reference check and a telephone number.

The bidder shall 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. When a bidder submits resumes pursuant to this paragraph, the bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

#### **4.4.4.4 BACKUP STAFF**

NOT APPLICABLE TO THIS PROCUREMENT

#### **4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

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

The bidder shall 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. The bidder must provide a detailed description of services to be provided by each subcontractor.

#### **4.4.4.6 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 shall submit certified financial statements which 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 shall provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

#### **4.4.5 PRICE SCHEDULE/SHEET**

The bidder must submit its pricing using the format set forth in the State-supplied price sheet accompanying this RFP. Failure to submit all information required shall result in the proposal

being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### **4.4.5.1 DELIVERY COSTS**

NOT APPLICABLE TO THIS PROCUREMENT

#### **4.4.5.2 C.O.D. TERMS**

NOT APPLICABLE TO THIS PROCUREMENT

#### **4.4.5.3 CASH DISCOUNTS**

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State shall make efforts to take advantage of discounts, but discounts shall not be considered in determining the lowest proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice 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 invoice shall be deemed the date of the State's response to that invoice.

#### **4.4.6 COOPERATIVE PURCHASING**

NOT APPLICABLE TO THIS PROCUREMENT

## **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, addenda to this RFP, the contractor's proposal, any best and final offer 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 State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, 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 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 three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. 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 at the rates in effect in the last year of the contract or rates more favorable to the State.

### **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 180 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 shall 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**

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.

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

### **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

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 shall 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.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor shall 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 proposal.

### **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 Contract, contractor or subcontractor hereby assigns to the

State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its 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 SECURITY AND CONFIDENTIALITY**

### **5.9.1 DATA CONFIDENTIALITY**

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. 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, shall 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.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

If confidential data is given to the contractor, the contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

If the State requests, security clearance/background check for all contractors and project staff must be obtained and provided to the State (to protect the State of New Jersey from losses resulting from contractor employee theft, fraud or dishonesty). Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 300-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

### **5.9.2 SECURITY STANDARDS**

1. Network Security: The contractor shall maintain the contractor's network security that – at a minimum – includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The contractor shall maintain network security that conforms to one of the following:
  - A. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at:  
<http://web.nvd.nist.gov/view/ncp/repository>  
or

- B. Any recognized comparable security standard that the contractor then applies to its own infrastructure and is approved by the NJ Office of Information Technology (NJOIT). Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISecurity.
- The contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The contractor shall submit relevant documentation and participate in the System Architecture Review (SAR) process.
  - For “outsourced hosting services”, the contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.
  - If the contractor is not supplying “dedicated” hardware resources to host State of New Jersey applications and data, the contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.
  - The contractor shall provide a detailed system design document showing a Network Plan, Disaster Contingency Plan and Security Plan. Logical and physical diagrams are required.
2. Application Security: The contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
- 1. All systems and applications shall be subject to Vulnerability Assessment scans on a regular basis.
3. Data Security: The contractor at a minimum shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT.
- Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State’s Asset Classification and Control policy, 08-04-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)). Additionally, data must be disposed of in accordance with the State’s Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)).
  - Data usage, storage, and protection is subject to any applicable regulatory requirements, including those for HIPAA (Health Insurance Portability and Accountability Act), and PII (Personally Identifiable Information), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075) and the New Jersey State tax confidentiality statute, as amended, N.J.S.A. 54:50-8, Payment Card Industry (PCI) Data Security Standard, State of New Jersey Identity Theft Prevention Act, June 2005, State of New Jersey Drivers’ Privacy Protection Act of 1994, Pub.L.103-322

4. **Data Transmission:** The contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The contractor shall encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
5. **Data Storage:** All data provided by the State of New Jersey or gathered by the contractor on behalf of the State of New Jersey must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Project Manager.
6. **Data Scope:** All provisions applicable to data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.
7. **Data Re-Use:** All State provided data shall be used expressly and solely for the purposes enumerated in the contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
8. **Data Breach: Unauthorized Release Notification:** The contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the contractor shall assume responsibility for informing the State Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. **End of Contract Data Handling:** Upon termination of this Contract the contractor shall erase, destroy, and render unreadable all contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)) and certify in writing that these actions have been complete within thirty (30) days of the termination of this Contract or within seven (7) days of the request of an agent of the State whichever shall come first.
10. **Security Audit:** The contractor must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

### **5.9.3 SECURITY PLAN**

The contractor must provide a security plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security

The security plan shall provide for review of the contractor's operations and control system. The contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the contractor apply to development, testing, production and backup systems.

The contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- Regulations and security requirements – how the contractor shall address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of contractor's employees, and method used for granting and denying access to the contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates.
- Role based security access – the products and methods for role based security and access to the contractor's infrastructure and access to the State's infrastructure.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the contractor's audit control methods and requirements.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- Vulnerability / Security Assessment – the products and methods used for scanning contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- Firewall – the products and methods for firewall control process and intrusion detection methodology.
- Database – the products and methods for safeguarding the database(s).
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The

contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

#### **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 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 of NJ Standard Terms and Conditions, 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 as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

#### **5.14 LATE DELIVERY**

NOT APPLICABLE TO THIS PROCUREMENT.

#### **5.15 RETAINAGE**

The amount of retainage is noted on the RFP signatory page accompanying this RFP. The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3)

month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 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 ADDITIONAL WORK AND/OR SPECIAL PRODUCTS**

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 proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price 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 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 and NJOIT.

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.

#### **5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS**

The indemnification provisions set forth in the State of NJ Standard Terms and Conditions, Section 4.1 shall prevail.

#### **5.18 CONTRACT ACTIVITY REPORT**

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is

allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

### **5.19 ELECTRONIC PAYMENTS**

With the award of this contract, the successful vendor(s) shall be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.state.nj.us](mailto:AAIUNIT@treas.state.nj.us) to request access to this application.

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a mandatory requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The Director reserves the right to reject any or all proposals, 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 proposals shall be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

### **6.3 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.

### **6.4 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 proposal price was determined.

### **6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. 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(s) in an advisory role.

## **6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

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

## **6.7 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, shall be used to evaluate 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.

### **6.7.1 TECHNICAL EVALUATION CRITERIA**

- a. Personnel: The qualifications and experience of the bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

### **6.7.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders shall be ranked according to the total bid price located on the Price Sheet accompanying this RFP.

For evaluation purposes, bidders shall be ranked according to the formula:

Price Proposal Points = predetermined points x (lowest price proposal/evaluating price proposal)

The proposal with the highest number of points shall be ranked the highest.

The price proposal ranked shall be the lowest acceptable price proposal between the original price proposal and the Best and Final Offer proposal submitted by each bidder.

### **6.7.3 PROPOSAL DISCREPANCIES**

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

### **6.7.4 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected bidder.

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

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations shall be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation shall establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal shall be rejected as non-responsive and the State shall revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division shall recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

**Negotiations shall be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.**

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

**NOTE: If the Division contemplates negotiation, proposal prices shall not be publicly read at proposal opening. Only the name and address of each bidder shall be publicly announced at proposal opening.**

## **6.9 COMPLAINTS**

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)**

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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership 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 either Chapter 51 or Executive Order No. 117 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 means 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division 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 Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms shall 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to N.J.S.A. 52:34-13.2, 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. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

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, shall be performed. The Source Disclosure Certification form accompanies the subject RFP. 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 or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

#### **7.1.2.1 BREACH OF CONTRACT**

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. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

#### **7.1.3 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

#### **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

#### **7.2 FINAL CONTRACT AWARD**

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

The intent of this RFP is to award contracts to a maximum of five (5) bidders, of which two (2) should be Small Business Enterprises for each of the following Data Warehousing Service categories:

1. Dependent Data Mart Development Services
2. Data Warehousing Migration Services
3. Data Warehousing Technology Migration Services

#### **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. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

#### **7.4 PERFORMANCE SECURITY**

NOT APPLICABLE TO THIS PROCUREMENT

## **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 shall be identified at the time of execution of contract. At that time, the contractor shall be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager shall 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 shall 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 of the Contract 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 cannot resolve a dispute with contract users.

## **9.0 Special Contract Requirements Relating to Work Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)**

### **I. Introduction**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that shall provide long-term economic benefits, and stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This Section to the Contract addresses additional requirements applicable to all Contracts which are funded in whole or in part with ARRA funds. These additional requirements contained in this Section are subject to change based on further guidance by the applicable Federal agency which has awarded the ARRA funds to the State of New Jersey. The following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA as are known as of this date. However, the federal government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor (as defined below) shall be provided any changes and/or additions to these requirements as they become available in an ARRA Addendum. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and the terms and conditions of the Contract, the ARRA requirements control.

The Contractor agrees and assures that by accepting ARRA funds through the Contract it and its subcontractor(s) shall fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of New Jersey for compliance with ARRA and other related federal and State laws. Further, it is understood that this Contract is subject to all applicable terms and conditions of ARRA.

### **II. Definitions**

"ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

"Contractor" is defined as any person, including but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the State of New Jersey, or with a person under contract, subcontract, grant, or subgrant with the State of New Jersey, any department in the Executive Branch, the State of New Jersey's independent authorities, commissions, and public institutions of higher education. The term "Contractor" may also include a permittee, licensee, or any agency, political subdivision, instrumentality, or independent authority of the State of New Jersey.

### III. General Requirements

#### A. Flow Down Provision

Contractors must include these Special Contract Requirements contained in this Section in every subcontract over \$25,000,000 that is funded, in whole or in part, by ARRA funds, unless the subcontract is with an individual.

#### B. Segregation and Payment of Costs

Contractors must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of ARRA funds shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects. ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and guidance issued by the federal Office of Management and Budget.

Invoices must clearly indicate the portion of the requested payment that is for work paid by ARRA funds.

#### C. Wage Rates

In accordance with ARRA, §1606, the Contractor assures that it and its subcontractor(s) shall fully comply with said section in that, notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by vendors, contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government, pursuant to ARRA, shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

#### D. Registration Requirements

In accordance with ARRA, §1512(h), the Contractor and its subcontractor(s) (first-tier) shall register in the Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov), and maintain current registration at all time during the pendency of the Contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See [www.dnb.com](http://www.dnb.com).

#### E. Buy American

In accordance with ARRA, §1605, the Contractor assures that it and its subcontractor(s) shall not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, §1605.

#### F. Whistleblower Protection

In accordance with ARRA, §1553, the Contractor assures that it and its subcontractor(s) shall fully comply with said section, including, but not limited to, assuring that their employees shall not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of New Jersey, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to the Contract (including the competition for or negotiation of the Contract), awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Contractor assures that it and its subcontractor (s) shall post notice of the rights and remedies provided in ARRA, §1553.

#### G. Prohibition on Use of ARRA Funds.

No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

#### ARRA Job Posting.

Contractors and subcontractors located in the State of New Jersey shall post all job openings created, in whole or in part, by ARRA funds (ARRA Job Openings), on the New Jersey Department of Labor and Workforce Development's New Jersey State Job Bank accessed at <http://NJ.gov/JobCentralNJ> at least fourteen (14) days before the contractor or subcontractor shall commence hiring for ARRA Job Openings. Instructions how to post a job are provided at the site. Posting is not required where the Contractor intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted by the Department of Labor and Workforce Development.

### IV. Program Reporting Requirements

Pursuant to Section 1512 of ARRA, in order for the State of New Jersey to prepare the required reports, Contractor agrees to provide the State of New Jersey the following information no later than five (5) days following the end of each calendar quarter, or more frequently as directed by the State of New Jersey:

- a. The total amount of ARRA funds received by Contractor during the reporting period;
- b. The New Jersey contract and order number as applicable;
- c. The amount of ARRA funds that were expended or obligated during the reporting period
- d. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including
  - i. the name of the project or activity;
  - ii. a description of the project or activity;

- iii. an evaluation of the completion status of the project or activity (i.e. not started, less than 50% completed, 50% or more completed; fully completed.); and
    - iv. an estimate of the number of jobs created and/or retained by the project or activity.
  - e. For any Contracts equal to or greater than \$25,000 in addition to the information above:
    - (i) the name of the entity receiving the Contract;
    - (ii) the amount of the Contract;
    - (iii) the transaction type;
    - (iv) the North American Industry Classification system (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
    - (v) the location of the Contractor;
    - (vi) the primary location in which the Contract is being performed, including the city, state, congressional district and county;
    - (vii) the DUNS number, or name and zip code for the entity headquarters;
    - (viii) the names and total compensation of the five most highly compensated officers of the Contractor if the Contractor received (1) \$25 million or more in annual gross revenue in federal awards; and (2) 80% or more of its annual gross revenues in federal awards; and (3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

## **V. Inspection of Documents**

In accordance with ARRA, §§902, 1514 and 1515, the Contractor assures that it and its subcontractor(s) shall cooperate with any representative of the State of New Jersey, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), in the examination of their records that pertain to, and involve transactions relating to this Contract, and agrees that they and their personnel can be interviewed by said entities regarding this Contract and related program.

## **VI. Enforceability**

If a Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State of New Jersey may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies for recovery of misspent funds available to the State of New Jersey under all applicable state and federal laws.