



# Request for Proposal 11-X-21219

## For: NJ Board of Public Utilities

### Database Re-Engineering Project

| 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.) | 7/23/10 | 5:00 PM |
| <b>Mandatory Pre-Bid Conference</b><br>(Refer to <a href="#">RFP Section 1.3.4</a> for more information.)          | N/A     | N/A     |
| <b>Mandatory Site Visit</b><br>(Refer to <a href="#">RFP Section 1.3.3</a> for more information.)                  | N/A     | N/A     |
| <b>Bid Submission Due Date</b><br>(Refer to <a href="#">RFP Section 1.3.2</a> for more information.)               | 8/12/10 | 2:00 PM |

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

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

State of New Jersey  
Board of Public Utilities  
Two Gateway Center  
Newark, New Jersey 07102

Date: July 9, 2010

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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 New Jersey Board of Public Utilities (BPU). The purpose of this RFP is to solicit bid proposals for computer database services and products.

More specifically, the BPU is seeking a comprehensive database system with a totally integrated solution that allows local BPU users access via the internal network, as well as remote users in the field access through the New Jersey Portal. The proposed system must support all existing programs and data as well as establish a modular approach to the solution. The proposed system must also combine both creative excellence through clear communication of the Board's mission and enhance the functionality of the Divisions by increasing the ability of users to achieve all required business needs. The proposed system must also have the ability to run independent queries, reports, graphs, and the like. The system must support electronic filing of documents by consumers, utilities, attorneys, legislators, etc. These enhancements will enable the BPU to effectively and efficiently carry out its duty to the consumers of the State of New Jersey.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The 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 NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

The BPU is a regulatory authority with a statutory mandate to ensure safe, adequate, and proper utility services at reasonable rates for customers in New Jersey. Accordingly, the BPU regulates critical services such as natural gas, electricity, water, telecommunications, and cable television. The BPU addresses issues of consumer protection, energy reform, deregulation of energy and telecommunication services, and the restructuring of utility rates to encourage energy conservation and competitive pricing in the industry. The BPU is also responsible for monitoring utility service and responding to consumer complaints.

The BPU currently stores all materials associated with docketed matters before the BPU, tracks consumer complaints against regulated utilities and cable companies, maintains bi-weekly, quarterly, and annual reports of damages as required by the New Jersey One Call Law for the administration of fines for violations, tracks Pipeline Safety information as well as other data necessary for the day-to-day functions of the BPU. Data flow diagrams can be found in Attachment 1.

The BPU's Information Technology (IT) staff currently maintains an INGRES relational database management system on an HP Alpha 1000 running Tru64UNIX 5.1a.

The existing software was last upgraded in 1996 and uses outdated technology in a character based environment without many of the simple functions that users are accustomed to in Microsoft Office XP environment. At this point in time, the existing database system disk space is at 88% capacity and the purchase of additional space would be beyond the value of the existing system. The existing databases are cumbersome to navigate, have decreased the productivity of BPU's staff, and do not currently offer any advanced technology such as E-government functionality of the BPU enabling electronic filing, secure file transfer protocols, or remote access to the databases. Maintenance fees cost more than \$12,000 per year and continue to escalate each year. Furthermore, the value of the hardware continues to depreciate as it ages.

### 1.2.1 CURRENT DATABASE SUMMARIES

#### 1.2.1.1 CASE MANAGEMENT SYSTEM (CMS)

The Bureau of Case Management, within the Office of the Secretary, serves as the BPU's official record keeper. The Bureau's responsibilities include:

- Assigns all BPU docket numbers to matters filed with the Board;
- Maintains the computerized BPU Case Management System and the Board's physical case files;
- Records the receipt of every official document received and every order issued by the Board;
- Administers BPU's document retention guidelines;
- Maintains the Board's hearing room schedule;
- Serves as point of contact for members of the public who wish to review materials maintained in the Board's files; and
- Provides and develops various reports for use by Board staff.

The current CMS is based upon the activity paths of the above responsibilities. Each docketed matter is recorded and tracked from the date it is filed with the Board through the date an order is issued and signed by the Commissioners of the Board, thus providing a complete and precise case history. The current system has hard coded reports that were developed in-house. The Bureau has the ability to run these reports, but any modifications must be made by IT staff. Bureau staff does not have the ability to create any new reports or the ability to modify existing ones to meet the needs of the users. The average user only has viewing capability of the current data. The current data spans from 1980 to the present. Case Management was the main reason for purchasing a relational database management system in 1985. The other databases are off-shoots from this original system. (Please see [Appendix A](#)).

#### 1.2.1.2 CUSTOMER ASSISTANCE SYSTEM (CAS)

The Division of Customer Assistance is responsible for receiving and assisting with the resolution of consumer complaints against the utilities that are authorized to operate in New Jersey. Each year, the Division of Customer Assistance processes more than 15,000 complaints. Customer representatives input complaint data for verbal, written, and e-mail complaints into the current database. The information is then transmitted to the utilities via fax or electronic data interchange (EDI). The utilities respond via fax or EDI within a 24 to 48 hour period and the Board makes a determination or recommendation as to the resolution of the complaint. The data is tracked and reported monthly, quarterly, and yearly. Should a complaint be un-resolvable or a determination be made that the utility has acted inappropriately, the complaint is then handed over to Case Management and it becomes a formal docketed matter. Customer representatives also handle general information calls from customers which are tracked by category. Reports are also generated weekly, monthly, quarterly, and annually. (Please see [Appendix B](#)).

### 1.2.1.3 CABLE TELEVISION SYSTEM (CATV)

The Office of Cable Television (OCTV) is responsible for regulating basic cable television rates, franchising, and other services supplied by the cable companies that are authorized to operate in New Jersey N.J.S.A. 48:5A-1 et seq. The OCTV is also responsible for receiving and assisting with the resolution of consumer complaints against cable companies. Each year, the OCTV processes more than 13,000 complaints on average. OCTV representatives input data for verbal, written, e-mail, and walk-in complaints in the current database. The information is transmitted to the cable companies via phone, e-mail, fax, or formal letter. The cable companies respond via phone, e-mail, fax, or formal letter. Within 30 days of the receipt of the complaint, the OCTV staff then makes a final determination or recommendation as to the resolution. The data is tracked and reported monthly, quarterly, bi-annually, annually, or upon request. Representatives also handle general inquiries from consumers which are tracked by category. Reports are also generated monthly, quarterly, bi-annually, annually or upon request. Information derived from consumers' complaints can assist in determining whether or not the cable company has complied with the applicable regulations. If not, the compliance issue may be escalated to a formal docketed matter. The current database has limited ability to track the cable companies franchise information for all franchised municipalities as well as maintain technical, accounting, and financial information. (Please see [Appendix C](#)).

### 1.2.1.4 ONE CALL

Since October 1994, when the Underground Facility Protection Act, N.J.S.A. 48:2-73 et seq., was signed into law, the BPU has been charged with overseeing and enforcing statewide compliance with the Once Call Law. All operators of underground facilities are required by law to participate in and comply with the requirements of the One Call Damage Prevention System. State law requires that anyone planning to excavate must call for a free mark-out of facilities at least three (3) business days before any project digging begins. Anyone who fails to call for a mark-out and any operator who fails to mark-out underground facilities can be liable for the cost of repair in the event of damage and civil penalties. Operators file a quarterly report of damages which are entered into the database system and a unique One Call number is assigned to each damage. The gas utilities file bi-weekly reports as well. Various letters are generated from this data. If a violation has occurred, one of nine (9) categories is assigned as well as an appropriate fine and a letter is generated and sent to the violator. When payment for the fine has been received, the Once Call numbers are given to Case Management and a docket number is attached. The docketed matter is brought before the Board for acceptance of the fine and closure. (Please see [Appendix D](#)).

## 1.2.2 ACCESS DATABASES

### 1.2.2.1 PIPELINE

The primary goal of the Bureau of Pipeline Safety is to perform safety inspections of natural and other gas pipelines and Liquefied Natural Gas facilities throughout the State to ensure compliance with State and Federal pipeline safety regulations concerning design, construction, operation, and maintenance requirements. Inspections are also conducted to determine operator compliance with qualifications of pipeline personnel programs and integrity management programs of transmission pipelines. The safety inspections are performed by qualified engineers of the Bureau of Pipeline Safety in an effort to protect the public and to minimize the risk of potential hazards to life and property related to natural and other gas. A report is prepared for each inspection detailing the findings, including recommendations for the consideration of appropriate enforcement actions. The Access database tracks the data for each of the 40+ forms used by the inspectors. Some data is also tracked in excel spreadsheets. An annual report to the US Department of Transportation (USDOT) is submitted based on the data. (Please see [Appendix E](#)).

### 1.2.2.2 SLAMMING

The Slamming Bureau of Customer Assistance is responsible for receiving and assisting with the resolution of consumer complaints against telecommunication companies that have switched consumer's services without permission. Each year, the Slamming Bureau processes more than 500 complaints. Customer representatives input data for verbal, written, and e-mail complaints into the current database. Some files are attached to the initial information to prove or disprove the consumer's complaint. These files are normally .wav sound files which are recordings by third party telemarketers. If it is determined that a consumer was slammed, a fine is addressed and a violation letter is issued. The documents are given to Case Management and a docket number is attached. The docketed matter is brought before the Board to order payment of the fine within an established timeframe. (Please see [Appendix F](#)).

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will 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 email, concerning this RFP.

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

#### 1.3.2 SUBMISSION OF BID PROPOSAL

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

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

Directions to the Purchase Bureau are available on the web at <http://www.state.nj.us/treasury/purchase/directions.htm>.

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). The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

### 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 bid proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit bid proposals. The State thanks the bidder in advance for its anticipated participation.

Instructor-led and online training sessions are available, as explained below. In the next several months, the Division will be moving to eBid-only submissions, i.e., paper proposals will no longer be accepted by the Division. It is strongly recommended that all bidders attend an instructor-led training session prior to the scheduled bid opening date and at least once before attempting to submit an e-bid. It will be the bidder's responsibility to ensure that the eBid has been properly submitted.

**IMPORTANT NOTE:** Bidders who wish to submit an eBid must be pre-registered for a Business Registration Certificate from the NJ Division of Revenue. The bidder is required to have the Contractor's Certification number located on the Division of Revenue certificate in order to electronically submit a bid. This certificate may be obtained by visiting the following website: <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

#### Instructor-Led Training Sessions:

The Division will be conducting instructor-led eBid training sessions. The purpose of the instructor-led eBid training is to provide an opportunity to walk bidders through the electronic bid process. Division staff will be available to provide a step-by-set demonstration during the training session on how to navigate in the new eBid website. The bidder is strongly encouraged to attend an instructor-led training session.

Instructor-led eBid training sessions will be held every Wednesday, 10:30 AM ET, at the following location:

Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
33 West State Street-9<sup>th</sup> Floor Bid Room  
Trenton, NJ 08625-0230

Directions to the Division are available at <http://www.state.nj.us/treasury/purchase/directions.htm>

#### On-line Training Sessions:

If the bidder cannot attend an instructor-led training session, online training for the eBid process is available on the web at <http://www.state.nj.us/treasury/purchase/index.shtml>.

### 1.3.4 MANDATORY SITE VISIT

Not applicable to this procurement.

### 1.3.5 MANDATORY PRE-BID 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 will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE BID 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 Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

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

### 1.4.2 BIDDER RESPONSIBILITY

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

### 1.4.3 COST LIABILITY

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

### 1.4.4 CONTENTS OF BID PROPOSAL

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's designation of confidential/proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility therefore.

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.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### 1.4.5 BID OPENING

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

#### 1.4.6 PRICE ALTERATION

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

#### 1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.11, "Bid Errors," a bidder may withdraw its bid as described below.

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

If, after bid 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 will 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 will not be significantly prejudiced by granting the withdrawal of the proposal. Note: A PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and 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 bid 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 will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid 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 bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### 1.4.8 JOINT VENTURE

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

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

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

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

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

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** – An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** – The bidder awarded a contract resulting from this RFP.

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

**Division** – The Division of Purchase and Property

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

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

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

**May** – Denotes that which is permissible, not mandatory.

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

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

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

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

**State 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.

**State** – State of New Jersey.

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

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

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

## 3.0 SCOPE OF WORK

### 3.1 GENERAL

The proposed system shall be written in either J2EE or .Net, using the most current versions of all software development tools. The entire backend of the system shall be an Oracle database and must be developed using Oracle 11g; however, at the time of deployment an upgraded version may be required. The system shall be housed at the data centers of the Office of Information Technology (OIT). The contractor shall meet all OIT standards before acceptance for production. Below are links to the applicable OIT standards:

- OIT Branding, Accessibility and Functionality Guidelines <http://www.nj.gov/it/ps/guidelines.pdf>
- OIT Web Policies and Standards <http://www.state.nj.us/it/ps/introduction.html>
- Project Reviews (SAR) <http://www.nj.gov/it/reviews/>
- Shared IT Architecture (J2EE Application Development Policy and Procedures) <http://www.nj.gov/it/ps/j2eedeploymentpolicy0807.pdf>
- Shared IT Architecture (OIT Services and Standards) [http://www.nj.gov/it/ps/it\\_architecture.pdf](http://www.nj.gov/it/ps/it_architecture.pdf)
- State Of New Jersey Online Privacy Policy <http://www.nj.gov/it/ps/p5privity.html>

**Note:** All JAVA applications developed and housed at OIT after June 1, 2010 are required to use Sun Glass Fish with JDK 1.6.

Additional technical information regarding specific coding standards shall be provided to the contractor after contract award. Because of its sensitive nature, this information cannot be released to the general public. An OIT Manager shall also be made available to the contractor for the purpose of answering all questions, explaining the standards and interfaces with all the OIT internal sections.

#### 3.1.1 EXPECTED BENEFITS

Applications to be implemented under this contract must enable the BPU to:

- Allow consumers, utilities, cable companies, third party vendors, lawyers, and others to electronically file documents with BPU.
- Have shorter wait times on the complaint hotline due to system ease of use for CATV and customer representatives.
- Provide management with the tools to analyze a complete company (utility) profile including data from across databases.
- Provide for the acceptance of varied documents into a case file via scanning or secure file transfer protocol.
- Provide a geographical (GIS) representation of certain data.
- Further ensure the safety of all underground facilities across New Jersey.
- Provide for the accurate and efficient tracking of a docketed matter, consumer complaint, damage report, and pipeline inspections.

### 3.1.2 CONTRACTOR STAFFING

The contractor shall provide staff for the positions listed below.

#### 3.1.2.1 SENIOR PROJECT MANAGER

The contractor shall provide a full-time, onsite Senior Project Manager that shall manage the implementation of the project and its resources. The Senior Project Manager shall be responsible for the issues escalation process and shall serve as the liaison between the contractor and the State. The Senior Project Manager shall have the following qualifications:

- A minimum of ten (10) years Information Technology (IT) project management experience.
- A minimum of seven (7) years experience managing IT teams of eight (8) or more Developers and/or System Integrators.
- A minimum of five (5) years experience using an automated project management tool, preferably MS Project.
- A minimum of two (2) years experience in the overall management of a claim or case management implementation project.
- A minimum of one (1) year of experience in IT system development for governmental, public utility, or similar applications.
- Project Management Institute (PMI) certification of Project Management Professional.

#### 3.1.2.2 PROJECT/ENGAGEMENT MANAGERS

The contractor shall provide full-time, onsite Project/Engagement Managers that report directly to the Senior Project Manager. Project/Engagement Managers shall plan, administer, and control all work activities of multiple project teams of computer design professionals, producing effective information processing systems encompassing telecommunications, batch, and database management. Project/Engagement Managers shall have the following qualifications:

- A minimum of seven (7) years IT project management experience.
- A minimum of four (4) years experience managing IT teams of four (4) or more Developers and/or Systems Integrators.
- WEB development experience.
- A minimum of one (1) year experience in IT system development.

#### 3.1.2.3 SYSTEM ARCHITECT

The contractor shall provide a System Architect that shall be responsible for the identification, design, integration, and implementation of the technical platform upon which the completed application shall reside. The System Architect shall also be responsible for development of the system architecture within the Conceptual Design, oversight of development tasks, integration of component sub-systems, infrastructure, interfaces, and ensuring system performance, reliability, and flexibility. The System Architect shall have the following qualifications:

- A minimum of three (3) years experience designing and overseeing the implementation of technical architectures for IT Internet/Intranet development projects comparable in size and complexity to the BPU system. Experience must include architecture of systems involving specification and integration of software and hardware for PC's, web servers, application servers, database servers, network servers, and topology, workflow management tools, document management and imaging, query tools, and report generators.
- A minimum of three (3) years experience in the creation of conceptual and detailed designs.
- A minimum of one (1) year experience in IT system development for governmental, public utility, or similar applications.

#### 3.1.2.4 DATABASE ADMINISTRATOR

The contractor shall provide a Database Administrator that shall be responsible for installation and configuration of the Database Management System. The Database Administrator shall have the following qualifications:

- Certified to at least Oracle 10g level, with extensive Oracle 11g experience.
- A minimum of three (3) years experience in the installation, configuration, and performance tuning of Oracle 8i or higher Enterprise Relational Database Management Systems (RDBMS).
- A minimum of three (3) years experience interpreting logical designs and creation and/or modification of physical table spaces, indexes and tables.
- A minimum of three (3) years experience using Structured Query Language (SQL), Procedure Language/SQL (PL/SQL), and system utilities to configure security features, load/unload data tables from external data sources, clean erroneous data, and to print hardcopy contents of tables and flat files.
- A minimum of one (1) year experience in IT system development for governmental, public utility, or similar applications.

#### 3.1.2.5 PROGRAMMERS

The contractor shall provide Programmers that perform the planning, design development, and implementation of systems and/or programs considering database management techniques, data communications protocol, operating systems, multi-programming technology, programming languages, and applications development tools. Programmers shall have the following qualifications:

- A minimum of three (3) years as lead or principal programmer on complex application development projects.
- A minimum of three (3) years Web programming experience.
- At the direction of a Project/Engagement Manager and/or Senior Analyst/Programmer, shall complete all tasks within the applications development process.
- Work independently in support of a joint applications development with the agency, or perform any or all steps within a full service contract.
- Primary team members must have previously worked together on a successful project of similar size and scope.

#### 3.1.2.6 USER EXPERIENCE SPECIALISTS

The contractor shall provide User Experience Specialists that understand user-centered design processes and methodology, including the need for primary research and segmentation, the need to validate prototypes with usability testing with representative users, and the goal of a continuous improvement after launch based on objective data from instrumentation and analytics. User Experience Specialists shall have the following qualifications:

- A minimum of three (3) years as user experience design or usability specialist on complex applications development projects.
- A degree in human factors, ergonomics, computer-human interaction (CHI), or equivalent experience. Ability and willingness to serve as an advocate for users, in stages of development process where users do not directly participate.
- Experience with multiple projects that are public facing or have strong usability oriented requirements. Knowledge of tools and techniques that support this, including web analytics and split A/B testing tools.
- Understanding of web accessibility guidelines and Section 508 regulations governing accessibility of user interfaces. Understanding of enabling tools and technologies, including

accessibility validation tools as well as broad presentation-oriented standards and techniques such as CSS style sheets.

- Primary team members must have previously worked together on a successful project of similar size and scope.

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

The State will provide staff to interface with the contractor in the following areas: project management, information architecture and data modeling, testing and business knowledge. State personnel will closely monitor the work performed by its staff, as well as staff provided by the contractor, through all phases of the BPU project. The Office of Information Technology's Data Management Services Unit will approve the Logical Data Model before a Physical Data Model or database for the application is generated.

## 3.2 TASKS AND DELIVERABLES

### 3.2.1 PROJECT INITIATION

Project initiation shall begin within 30 business days after contract award. The contractor shall occupy the work site provided by the State. The State and the contractor shall work together to refine the Project Management Plan and Schedule submitted in the bid proposal.

The contractor shall hold a kickoff meeting to present an overview of the Project Management Plan and the manner in which project activities shall be executed as follows:

1. The Office of Information Technology (OIT), and project sponsor shall review the Project Management Plan and schedule during the first week after contract award.
2. Senior management shall review the Project Management Plan and schedule providing two (2) weeks lead time to schedule staff and conference rooms.
3. Field personnel shall attend two (2) meetings to review the Project Management Plan and schedule providing three (3) weeks lead time to schedule staff and conference rooms.
4. The Commissioner and Deputy Commissioner shall review the Project Management Plan and schedule.

Contractor tasks:

- Occupy work site
- Refine Project Management Plan and Schedule with State input
- Review project organization chart
- Develop a Communication Plan with State input, as per the following guidelines:
  - Determine project stakeholders, for example
    - o Users
    - o Vendors
    - o Managers
  - Determine the communication needs of each stakeholder
    - o Possible methods of communication
      - Status reports
      - Meetings with steering committee
      - Awareness-building sessions
      - Mentoring
      - Question-and-answer sheets
      - Government-required reports and other information
    - o Document frequency of each method
    - o Document method which methods are mandatory

- Determine the effort required to produce each method (time to create times frequency)
- Prioritize the communication options
- Develop a Documentation Plan (refer to Section 3.2.9 Documentation)
- Hold project kickoff meeting

Contractor Deliverables:

- Communication Plan
- Documentation Plan
- Kickoff Meeting

### 3.2.2 PROJECT MANAGEMENT

The primary objective of project management is to plan, manage, and control the timely completion of all tasks and deliverables for the duration of the contract. The contractor's Project Manager shall coordinate the activities of other vendors including, but not limited to the installation of hardware and software relative to the BPU Project.

The contractor's Project Manager and the State Contract Manager shall meet weekly (at a minimum) to discuss project status. Meetings shall follow a pre-set agenda developed by the contractor with approval of the State.

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

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

Contractor tasks:

- Prepare and submit weekly reports.
- Develop and maintain Project Management Plan and schedule, with complete resource loading. Update schedule weekly. Update Project Management Plan monthly and at end of phases.
- Propose changes to Project Management Plan and schedule.
- Initiate and monitor corrective actions when necessary.
- Monitor and report progress to plan on the key elements.
- Monitor and report on tasks starting and ending when expected.
- Monitor and report on milestones being met when planned.
- Participate in Steering Committee meetings.
- Participate in the Change Control Board meetings.
- Record and distribute minutes of all meetings.

Contractor Deliverables:

1. Weekly status reports
2. Updated Project Management Plan
3. Minutes of all meetings

### 3.2.3 QUALITY MANAGEMENT

Quality Management shall ensure that the new BPU project satisfies the State's needs and shall be an ongoing task for the duration of the project. Quality Management shall include the following:

- Quality Planning – identifying quality standards such as web accessibility and usability guidelines and standards relevant to the project and determining how to satisfy them.
- Quality Assurance – evaluating the overall project performance on a regular basis to provide confidence that the project will satisfy the established quality standards and usability guidelines.
- Quality Control – monitoring specific project results to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance.

The contractor shall develop a Quality Assurance Plan that shall be used as the basis for managing the quality assurance of the BPU project. The contractor shall plan, manage, and document an internal program of quality assurance activities. These activities shall ensure that the State infrastructure, equipment (desktop PCs, servers, etc.), software and services, application development, and implementation services meet all State requirements and all other applicable professional and technical standards. The Quality Assurance Plan shall include programming and technical documentation standards, to ensure efficient, "well commented", structured source code which is easy to follow and maintain. The BPU system must perform optimally in the new environment.

Contractor Tasks:

- Develop, maintain, and follow a Quality Assurance Plan and schedule, due at the end of project initiation.
- Conduct quality review meetings, phase end reviews, lessons learned sessions, quality audits, and walk throughs.
- Prepare and create scripts for usability tests on both design prototypes and implemented systems. Conduct these tests on statistically representative samples of users, and prepare and submit reports on the results of these tests.
- Implement and conduct validation tests to meet compliance with accessibility guidelines and regulations for usage scenarios where relevant or required.
- Participate in inspections of source code, testing results, and related materials when requested by the State.
- Provide information required for quality assurance monitoring.
- Provide plans and schedules for addressing any deficiencies identified through the quality assurance process.

Contractor deliverables:

1. Quality Management Plan
2. Deficiency Remediation Plans and schedules as necessary

### 3.2.4 PROJECT COMPONENTS

With the State's assistance, the contractor shall create a Conceptual Design Document using current industry principles and best practices. These new conceptual designs must fit in well with what has already been designed and shall include at a minimum:

- Design of modules comprising the system;
- Diagrams or tables depicting the flow of data;
- Screen flow and menu navigation;
- Interface map (relating how the interfaces will integrate to the BPU system); and
- Business rules

Contractor Deliverables:

1. Conceptual Design Document

### 3.2.5 TECHNICAL REQUIREMENTS

Technical requirements include performing the detailed design of the BPU system, as well as programming and unit testing of the application. The State shall assist the contractor during this project phase to ensure that business requirements are met.

The contractor shall use the Rational Unified Process (RUP) methodology as the development methodology. The contractor shall employ an iterative approach to development, with frequent releases of working software delivered in short, consistent intervals, allowing the flexibility to refine the requirements, the detailed design, and the presentation to the user. The steps that comprise each of the iterations are shown in sequence in the list of tasks below. A typical module shall require two (2) to three (3) iterations. After the final iteration of a module, the source code and associated documentation shall be provided to the State and the State shall review and test the code for the following:

- Compliance to standards;
- Fulfillment requirements;
- Testing results (including performance), which will be done by the Application Assurance Group;
- If the module or subsystem has a user facing aspect and it is part of the core usage scenarios identified earlier, usability tests and accessibility validation shall be conducted and the resulting reports provided.

During this project activity, the contractor shall trace all requirements of the BPU system and ensure they are met. The contractor shall review these requirements in detail and recommend grouping requirements into distinct modules. The contractor may propose to organize the design and development of these grouped modules by separate development teams, provided the conceptual design has considered reusability and integration.

The contractor shall develop collaboration diagrams and sequence diagrams.

The contractor shall store all program code as it is developed on State servers using CVS, the State's specified source code version control software.

The contractor shall use the current Detailed Design Document to develop and code the application. Any deviation must be approved by the BPU. The detailed design document shall include:

- Screen designs;
- Screen flow and navigation;
- Expected inputs and outputs;
- Error handling; and
- Reports

Contractor tasks:

- Code and document all program modules;
- Perform unit testing;
- Perform integrated module testing;
- Perform regression testing;
- Demonstrate the system to users and gather feedback;
- Conduct systematic usability tests through the various iterations, to insure that the designs and flow are optimal for users; and
- Modify the Detailed Design Document, iterate process.

Contractor deliverables:

1. Program code with associated documentation and unit test results.
2. BPU system, ready for system test.

### 3.2.6 DATA QUERY AND REPORTING

The contractor shall use either Oracle or Crystal to generate production reports. Current reports are run in the base system and shall be replicated for the new BPU system, if required by BPU.

Operational reports requiring significant pre-processing shall be off-loading to an operational data mart, which shall contain replicated data from the transactional system as well as pre-processed structures to support more complex reports. This area shall also be used for any ad hoc reporting. Refer to the Shared IT Architecture document located at [http://www.nj.gov/it/ps/it\\_architecture.pdf](http://www.nj.gov/it/ps/it_architecture.pdf) for further explanation.

Contractor tasks:

- Analyze the existing BPU production reports, identifying what can and cannot be utilized.
- Develop, test, and implement all BPU's reports.
- Design, develop, test, and implement templates for ad hoc reports.

Contractor deliverables:

1. Production Reports
2. Ad Hoc Templates

### 3.2.7 INTERFACES

Currently, the Customer Assistance Database has a designated area where representatives send a data packet (fields with delimiters) to the nine (9) utilities that participate in the EDI. The BPU dials out via modem and logs into their system, drops off the packet and disconnects. The reverse occurs as well. The utilities dial into the BPU's system via modem and drop off their files into a designated area. The database scripts bring the files into a temporary storage area until the representative approves the information. It is then accepted into the main storage structures of the database.

The Cable Television Database shall function the same as the Customer Assistance Database. The proposed solution shall enable the data to be transferred to and from the utilities and cable companies in a secure manner. Currently, these database systems do not interface with any of the Trenton based systems. The system shall also provide a direct interface with the One Call Center systems from BPU's One Call database.

The Federal DOT requires the submission of cumulative and comprehensive report which extracts data from the Pipeline System to populate the report. The system shall allow for a report to summarize hours worked on a project (summary of forms) as well as the submission of the DOT report from the new system.

All data interchange shall be in XML format, using industry standard XML schemas, one consistent with the BPU Logical Data Model, or a combination.

### 3.2.8 DOCUMENTATION

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

The current design documentation shall be enhanced during the development phase when changes are deemed necessary. The contractor shall create new documentation during the development and testing of the system.

The contractor shall provide an electronic version of all documentation, and employ change control processes and version control to ensure that it is kept current to the production release for the duration of the contract. Documentation shall be available electronically (rather than in binders) to users and support staff, with the ability to print all or selected sections as needed. A table of contents, an index, and keywords shall be available for information searching.

#### 3.2.8.1 TECHNICAL DOCUMENTATION

The contractor shall provide the following technical documentation:

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

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

The contractor shall incorporate all aspects of the BPU system in the technical documentation including the core application, all supporting components of the BPU system, such as e-mailing capabilities, and the related hardware and software. The Systems Architecture Document shall provide graphical depictions of the application's n-tiered architecture, along with text describing the model. Each of the layers and its functionality shall be covered in this document.

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

The System Application Manual (SAM) shall provide detailed information about each user and external interfaces that comprise the BPU application. Detail is required for each of the (web-based) screens, including on-line reports, inquiries, data entry forms, and the like. In addition, batch reports shall be identified and described. The documentation of these programs shall include description, purpose, dependencies, and components. As a separate section, all interfaces with external systems shall be identified and documented. The documentation shall include the program name(s), type of interface (API, flat file, XML, etc.), description, detailed record layouts, and database objects used.

The System Operations Manual (SOM) shall support the operational aspects of the BPU system and focus on the operations of all processes that execute daily. Its purpose is to serve as a reference manual to maintain and troubleshoot the BPU system. The manual shall include all tables and data elements being accessed and list the criteria of queries and processes. The SOM shall contain on-line and batch operations standards which detail the standard for all directory paths, scripts, programs, etc. The manual shall include WEB application environmental requirements, such as class path, XML configuration files, required packages, and classes. The manual shall provide specifics for running the various components of the BPU system, including database operations, interfaces, networking, and core application.

The manual shall include:

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

The Logical Data Model (LDM) shall be used to understand the data elements of the BPU databases and shall help the application maintenance team understand the data elements, characteristics, and their usage in the application. The LDM shall identify entities, attributes, relationships, constraints, and domains. The LDM shall be developed consistent with the New Jersey Enterprise Logical Data Model and use the New Jersey Data Naming Standard.

The Physical Data Model (PDM) shall support the operation of the BPU databases and shall assist the DBAs in creating the schema and the database. The PDM shall also identify denormalization from the logical data model and shall include physical characteristics such as table size, table space, indexes, sequences, and views. The PDM shall provide approximations of initial record counts and annual growth and shall provide information related to performance, such as caching and access patterns of the data. The PDM shall be derived from the Logical Data Model and use the New Jersey Data Naming Standard. Any changes to the physical database schema shall be made by first updating the Logical Data Model as needed, then the Physical Data Model, and then the database schema.

### 3.2.8.2 USER DOCUMENTATION

User documentation shall be available in the BPU document repository, which is created and administered by the State and from the BPU application. User documentation shall include:

- An on-line help facility providing:
  1. Help at the data element level
  2. Help at the process or topic level
  3. Utilizing pre-written help documentation
- Search capability at the data element, process or topic level.
- Print capability at the data element process or topic level.
- An online policy facility providing:
  1. Ability to search, view, and print policy from within the application.
  2. A comprehensive policy administration and retrieval function integrated into the application.

Contractor tasks:

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

Contractor deliverables:

1. Technical documentation
2. User documentation

### 3.2.9 TRAINING

The contractor shall provide technical, hands-on training that focuses on the maintenance, upgrade, and modification of the existing systems. The contractor shall also provide 3-5 training courses focusing on the operating system as well as the software solution.

Training shall enable IT staff to troubleshoot and offer desktop support for all database applications. Training shall enable BPU staff to perform data entry and query, retrieve data quickly, navigate through the databases with ease, extract information required in the format desired, and run reports.

### 3.2.10 SYSTEM TEST

The contractor shall prepare a system test plan, test all aspects of the system, and implement and use a tracking tool for system problems. The contractor shall assign a System Test Lead in addition to the required staffing set forth in Section 3.1.2. Both the State and contractor shall jointly develop the criteria for determining significant, medium, and low impact bugs. The system test must demonstrate the successful operation of the system, ensuring that the new solution is functioning and processing data correctly.

The test plan shall include a section for usability testing, to validate that the core scenarios meet the mutually agreed upon goals for user productivity and effectiveness. These metrics are defined in the strategy phase and carried over through design and post-launch.

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

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

The contractor shall derive its test scripts from Use Cases.

The contractor shall perform the following tests:

- End-to-end application testing;
- Stress testing;
- Performance testing to assure that the solution meets performance requirements under expected user loads;
- Back-up and recovery testing;
- Installation testing;
- Deployment of patches and other corrections to applications software; and
- Expected and unexpected user interaction. Examples of unexpected user interaction include invalid keystrokes, key sequences, or mouse clicks, and incomplete, erroneous, or duplicate data.

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

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

The contractor shall prepare and conduct a performance test plan employing system and network monitoring software and system load simulation software. The test plan shall utilize the full ODS, increasing numbers of users, and increasing activity levels. The system test shall continue until performance measures are met under full operational conditions.

To the extent possible, the contractor shall perform testing on an infrastructure identical to the production infrastructure, including the WAN (Wide Area Network). The contractor shall test the wide range of popular browsers and browser versions together with the realistic connectivity for remote users.

The contractor shall use an automated testing product in its application acceptance testing, one of its choosing since there is none currently in place at the State. Before passing acceptance testing, all modules submitted by the contractor shall meet agreed upon, tested specifications.

The contractor shall test the application for efficiency and scalability, and meet the required specification.

The contractor's system test responsibilities include:

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

The contractor must perform the following five (5) levels of testing:

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

The contractor shall meet with the BPU Project Manager on a weekly basis to report progress on the testing and review the number of outstanding system problems.

The contractor shall certify in writing that the development team has successfully executed full system testing prior to the start of the QA test. The document must be signed by both the contractor and the State.

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

Contractor tasks:

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

Contractor deliverables:

1. Weekly system problem report.
2. System problem resolution plan.
3. System test plan and results.
4. Performance test plan and results.

### 3.2.11 USER ACCEPTANCE TEST

The contractor together with an Acceptance Test Team, composed of State users from various functional areas, shall employ testing tools to conduct the acceptance test. The acceptance test shall include all activities to take place during the actual implementation, as well as a series of mock business days (a minimum of 3). Acceptance testing shall be performed in the user acceptance environment.

The test will verify the following:

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

The State may modify the time period for user acceptance testing based on the results.

Contractor tasks:

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

Contractor Deliverables:

1. User acceptance test plan participation.

### 3.2.12 IMPLEMENTATION

The database(s) as well as the Help Desk shall be implemented in the BPU's Newark location.

The contractor shall assist the State in designing and establishing the BPU help desk facility. The Help Desk Facility shall be fully operational at the start of the user acceptance test. The desk shall be staffed during normal State business hours (Monday through Friday, 7:30 AM to 5:00 PM).

To assist in this capability, the contractor shall:

- Develop and implement an application Help Desk plan.
- Ensure that each BPU problem's current location, status, and resolution is tracked and is accessible from each help desk.
- Build and maintain a documented Help Desk Knowledge Base Facility to:
  1. Allow help desk staff to look-up common or previously reported issues, symptoms, error messages, and their resolutions.
  2. Analyze the frequency of BPU system problem types and resolution times.

The contractor also shall provide one (1) or two (2) trained individuals for the triage center and application help desk, from the beginning of the user acceptance test to end of the third month of statewide implementation. Two (2) State staff will supplement the triage help desk during its initial months and must be trained on the job by the contractor to assume full responsibility.

The contractor shall recommend problem escalation and timing processes as part of the overall Help Desk Plan.

Contractor tasks:

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

Contractor deliverables:

1. Help Desk Plan
2. Operational Help Desk

#### 3.2.12.1 PILOT IMPLEMENTATION

The Pilot Implementation will be the first live production use of the BPU system by a small group of staff. The Pilot Phase will use the production environment created by the contractor.

The Pilot Phase is expected to last approximately two (2) months. The first month of the Pilot Implementation shall consist of processing a formally docketed matter through the Case Management database from initiation (possible electronic filing of document from utilities or consumers), auto-generation of docket number, through the automated routing slip and case tracking timetable, activity and status updates, and finally the signatures of the Commissioners.

The second month of the Pilot Implementation shall proceed with the online submission of complaints and the processing of such through the Customer Assistance System including the new solution for EDI and seeing the complaint through to closure.

Although different modules of the application will be phased into the pilot implementation, it is required that all modules of the BPU system be completed, tested, and accepted before pilot implementation begins.

The contractor shall make improvements and correct errors, with the continued assistance of State technical staff who participated in earlier tasks. Errors may be related to function, performance, usability or other aspects of the system.

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

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

Contractor tasks (prior to Pilot Implementation):

- Assist the State in establishing the productional BPU environment.
- Resolve all outstanding significant and medium impact system problems.

Contractor Tasks (during Pilot Implementation):

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

Contractor Deliverables:

1. Pilot Operations Report
2. Production System Environment at BPU

### 3.2.12.2 STATEWIDE IMPLEMENTATION

Following successful pilot implementation as judged by the State, the contractor shall implement the BPU system statewide.

The contractor shall develop a Statewide Implementation Plan for State approval and shall ensure that BPU's training plan is aligned with the implementation plan.

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

The contractor shall monitor and report bi-weekly on system performance. At the conclusion of implementation, as approved by the State Contract Manager, and again at the end of the contract, the contractor shall certify that the system is fully implemented and operational.

Contractor tasks:

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

Contractor Deliverables:

1. Statewide Implementation Plan
2. Statewide Implementation

### 3.2.13 POST IMPLEMENTATION SUPPORT

System maintenance support pertains to the maintenance and support of the BPU application and the integration of all elements that comprise the BPU system.

The contractor shall respond to emergency requests, such as a major system component failure, within one hour. The contractor shall cooperate with BPU personnel to diagnose and correct equipment/software malfunctions. When requested, the contractor shall coordinate diagnostic testing efforts involving other vendors and shall accept direction from other vendor's personnel in carrying out diagnostic testing of equipment/software malfunction, if they interact with that vendor's products.

The contractor shall develop a Release Plan that shall be approved by the State Contract Manager. Problem fixes, enhancements, and other upgrades shall be grouped into scheduled regular releases of the system. These releases shall undergo unit, system quality assurance, and user acceptance testing.

At least one month prior to the beginning of a system maintenance support agreement, the State will notify the contractor whether it will purchase maintenance for the following year, and will work with the contractor to determine the number and type of contractor staff necessary for these phases. The contractor shall resource these phases with staff that have participated in the development and implementation of the BPU system and are acceptable to the State.

Contractor tasks:

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

Contractor deliverables:

- New Release Plan

### 3.3 FUNCTIONAL REQUIREMENTS

Functional requirements are business requirements that streamline the BPU business processes and provide critical customer service for all interested parties. The contractor must fulfill all of the functional requirements. The functional requirements will be ascertained in future JAD sessions which will be conducted by the contractor with input by all BPU stakeholders. The contractor must allot a sufficient amount of time in its proposal in order to thoroughly validate the necessary requirements.

### 3.4 DETAILED REQUIREMENTS

#### 3.4.1 COMMON COMPONENTS

**Data Conversion and Cleansing** – The system shall include the conversion and cleansing of all existing data and propose improved storage structures following best practices providing the fastest data retrieval schemas while maintaining data integrity.

| <u>DATABASE</u>     | <u>SIZE</u> | <u>TABLES</u> |
|---------------------|-------------|---------------|
| Customer Assistance | 1045M       | 54            |
| Cable TV            | 228M        | 40            |
| Case Management     | 254M        | 61            |
| One Call            | 80M         | 43            |

**File Cabinet General** – The system shall include a general storage area with the ability to scan, download, upload, and e-mail documents, images, e-mails, pictures, etc., for each case, complaint, damage, utility, cable company, etc., accessible to authorized users. The system shall also include an index of items known as a Shared File System.

**File Cabinet Confidential** – The system shall include a confidential storage area with the ability to scan, download, upload, redact, and e-mail documents, images, e-mails, pictures, etc., for each docketed matter, complaint, one call damage, utility, cable company, etc., accessible to authorized users. The system shall also include an index of items.

**Notes – General** – The system shall include a general notes area with the ability to scan, download, upload and e-mail documents, images, e-mails, pictures, etc., for each case, complaint, damage, utility, cable company, etc., accessible to authorized users. The system shall also include an index of items.

**Notes – Confidential** – The system shall include a confidential notes area with the ability to scan, download, upload, redact, and e-mail documents, images, e-mails, pictures, etc., for each docketed matter, complaint, one call damage, utility, cable company, etc., accessible to authorized users. The system shall also include an index of items.

**Ad Hoc Reporting** – The system shall include the conversion of all existing viable reports. The system shall maintain the ability for authorized users to create new reports as BPU staff requires.

**Help Scripts** – The system shall include help scripts for all users identifying various tasks and step-by-step instructions. Emergency assistance information (i.e., hot-line numbers) shall be provided by the BPU and included in the scripts.

**Integrating with Microsoft Exchange** – The system shall integrate with the existing Microsoft Exchange environment for calendar, scheduling, alerts, and internal e-mailing. If external e-mail is necessary, encryption of data is required.

### 3.4.2 CASE MANAGEMENT

**Query by General Information** – The system shall include the conversion of all existing viable queries with the ability for customization based on authorization. The system shall maintain the ability for authorized users to create new queries as needed. The system shall allow for the query of open, closed, or all cases by party of record, staff assigned, daily calendar, mail log by date, representing attorney, and any other primary key with string matching and drop down selection available on specified field. Once data is displayed, the system shall allow the user to select specific case information.

**Query/Data Entry by/of Specific Information** – The system shall include the conversion of all existing viable queries with the ability for customization based on authorization. The system shall maintain the ability for authorized users to create new queries as needed. The system shall allow for the query/entry/update of specific case information (i.e., primary information, staff assigned, parties of record, case record of activities, and mail log) based on the docket number. The system shall allow for the auto-generation of new docket numbers as required. An example of a docket number is EO09040280:

- E represents the Division (E=Energy, W=Water),
- O represents the type of case (A=Audits, C=Complaints, D=Discontinuance of Service, E=Operating Rights, W=Waiver, Exemption, Appeals, O=Other, F= Financing, M=Merger, Sale, Transfer, R=Rate Case, S=Order to Show Cause, T=Tariff, X=General Rule Making, G=Grants, Awards)
- 09 represents the year
- 04 represents the month
- 0280 represents sequential numbering

**Ad-Hoc Reporting** – The system shall include the conversion of all existing viable reports. The system shall maintain the ability for authorized users to create new reports as BPU staff requires.

### 3.4.3 CASE TRACKING

**Electronic Routing Slip** – The system shall allow for the query/entry/update of an electronic route slip which tracks the previous and current status and position (division) of a docketed matter as well as the future destinations to complete the review process. The system shall allow for the user to view the specific case information by the docket number as well.

**Query/Data Entry** – The system shall allow for the query/entry/update of case type information (i.e., land sales, tariffs, rate cases, etc.), general and specific case timelines.

**E-Filing of Board Orders and Case File Documents** – The system shall allow for secure intake of board orders, case file documents, etc., from a web intake form that an authorized user accesses via the NJ Portal. The system shall use best practices for e-signatures, verification of documents and virus scanning prior to saving information.

**Fines and Penalties Tracking** – The system shall allow for the query/entry/update process of tracking Fines and Penalties from Board Agenda items thru completion and reporting on this same information. Process coordinated by Case Management and updated by respective Divisions, Budget & Fiscal and Office Services.

### 3.4.4 CUSTOMER ASSISTANCE

**CAS Information Call Tracking** – The system shall allow the user to enter the zip code of the caller and one of 60 possible reasons for calling.

**Query by Customer Information** – The system shall include the conversion of all existing viable queries with the ability for customization based on authorization. The system shall maintain the ability for authorized users to create new queries as needed. The system shall allow the user to query the database for customer information (residential), business information (commercial), and utility information with string matching and drop down selection available on specified fields including date intervals. Once data is displayed, the user can select specific complaint information.

**Query by Reps** – The system shall include the conversion of all existing viable queries with the ability for customization based on authorization. The system shall maintain the ability for authorized users to create new queries as needed. The system shall allow the user to query the mailbox, number of open complaints, and the activity summary of a customer representative via drop down selection on last name or rep code. Once data is displayed, the user can choose to view specific complaint information.

**Utility Information** – The system shall allow for the query/entry/update of utility information based on the company name or company code with string matching and drop down selection available on company name.

**BUIC (Board Utility Inquiry Classification System) Code Information** – The system shall allow for the query/entry/update of BUICS information based on the major category code/description and the sub-category code/description with drop down selection available on both. Once a major code is selected, the system shall display available sub-code categories for selection. Both the major and sub code categories consist of four (4) characters and each has a written description of the code.

**Specific Complaint Information** – The system shall allow for the query/entry/print/update of specific complaint information based on the complaint number which is passed in from a previous screen or entered into the complaint number field. A new complaint number is auto-generated after all new data is entered by a customer representative. An automated receipt shall be sent to the customer if the e-mail address is available. A calendar of due dates shall be created based on utility response rules. In accordance with N.J.A.C. 14:3-5.2(g), each utility shall respond to an emergency or shut-off complaint from the Board's Division of Customer Assistance within one hour of receiving such complaints by acknowledging receipt of the complaint by email or facsimile to the member of the Board staff who forwarded the complaint. The purpose of the acknowledgment is to inform staff that the complaint has been received and that the process for the implementation of any appropriate corrective action has been initiated. Alerts shall be sent to supervisors and utilities if response is approaching or past due. An example of a complaint code is 09V00001234 - 09 represents the year, V represents a verbal complaint, and 00001234 represents sequential order.

**BUIC Code Assignment** – The system shall allow for the query/entry/BUICS, customer representative shall select the major category code/description and the sub-category code/description. This is possibly a one to many relationship (one complaint but possibly multiple BUICS). When the BUICS are entered, an alert shall be sent to the utility that a new complaint is in its mailbox to be reviewed.

**Further Requests** – The customer representative shall have the ability to request more information from the utility in the form of a supplemental, status update, change of BUIC's, special attention, or further preview requests. Alerts shall be sent to the utility when these are processed to their mailbox. The utility shall respond via WEB EDI and an alert shall be sent to the customer representative that the information is present.

**Closeout/Re-Open** – The system shall allow for the authorized user to close a complaint once the response is received and accepted. An alert shall be sent to the utility and an e-mail sent to the customer that the complaint is closed. Only an authorized user can re-open a complaint. An alert shall be sent to the utility and an e-mail to the customer of the re-open status. Once the complaint is closed no updates can be performed.

**Ad-Hoc Reporting** – The system shall include the conversion of all existing viable reports. The system shall maintain the ability for authorized users to create new reports as BPU staff requires.

**GIS Mapping of Complaint Information** – The system must allow the user to view/print/e-mail with encryption graphical representation of residential complaints versus commercial complaints, complaints by city, zip code, county, utility, industry, and/or sub category, as well as any other configuration required.

**Web Enabled EDI** – The system shall allow for the interchange of data between the CAS staff and the utility staff. Alerts are sent to the utility if a new complaint or further request is waiting for utility review. An alert shall be sent to the customer representative when a response is filed. The system shall also allow the utility to transfer any documents in support of their response to the file cabinet. Username, date, and time shall be tracked.

**E-Filing of Customer Complaints and Documents in Support of Either Side** – The system shall allow for secure intake of utility complaints, utility responses to complaints, documents to support actions or response by utility, documents to support customer complaint, etc., from a web intake form that an authorized user accesses via the NJ portal. The system shall use best practices for e-signatures, verification of documents, and virus scanning prior to saving information.

**Slamming (Microsoft Access Database)** – The Slamming Bureau of Customer Assistance is responsible for receiving and assisting with the resolution of consumer complaints against telecommunication companies that have switched consumer's services without permission. The system shall convert all existing forms, queries, data, letters, and reports from the existing Microsoft Access Database.

**Customer Complaint Form** – The system shall allow for the query/entry/print/update of customer complaint information based on the complaint number which is passed in from a previous screen or entered into the complaint number field. New complaint numbers shall be auto-generated after all new data is entered by the customer representative. An automated receipt shall be sent to the customer's e-mail address if available. A calendar of due dates shall be created based on slamming response rules. Alerts shall be sent to supervisors and companies if response is approaching or past due.

**History Form** – The system shall allow for the query/print/update of the history form which serves as an activity log for letters sent and responses received. Alerts shall be sent to supervisors and companies if response is approaching or past due.

**E-Filing of Slamming Complaints, Supporting Documents, and .wav Files** – The system shall allow for secure intake of slamming complaints, third party responses to complaints, documents to support actions or responses, documents to support customer complaint, .wav files, etc., from a web intake form that an authorized user accesses via the NJ Portal. The system shall use best practices for e-signatures, verification of documents, and virus scanning prior to saving information.

### 3.4.5 CABLE TELEVISION COMPLAINT AND FRANCHISE TRACKING

**CATV Complaint, Municipality, and Franchise Tracking** – The system shall convert all existing forms, data, letters, and reports from the existing Microsoft Access, Excel, and Word.

**Associate Municipality and Docket Numbers** – The system shall allow for the query/entry/update of municipality information and associated docket information from Case Management. The system shall alert the user when data is updated by CMS.

**Municipality Information** – The system shall allow for the query/entry/update of municipality information based on the municipality or county with string matching and drop down selection available on both. Once the municipality is selected, the system shall allow for general information to be displayed/updated, display/update case information, and query/update franchised information.

**Query by General Information** – The system shall convert all existing viable queries with the ability for customization based on authorization. The system shall maintain the ability for authorized users to create new queries as needed. The system shall allow the user to query the database for customer information, business information, and cable company information as well as verbal, written, internet and walk-in complaints with string matching and drop down selection available on specified fields including date intervals. Once data is displayed, the system shall have the ability to select specific complaint information.

**GIS Mapping** – The system shall allow the user to view/print/e-mail with encryption graphical representation of verbal, written, internet, and walk-in complaints as well as complaints by municipality, zip code, county, cable company, and franchise service area as well as any other configuration required. State of New Jersey GIS information and standards can be found at: [https://njgin.state.nj.us/NJ\\_NJGINExplorer/index.jsp](https://njgin.state.nj.us/NJ_NJGINExplorer/index.jsp)

**Web Enabled EDI** – The system shall allow for the interchange of data between CATV staff and cable company staff. Alerts shall be sent to the cable company if a new complaint or further request is waiting for company review. An alert shall be sent to the CATV representative when a response is filed. The system shall also allow the cable company, via a web intake form that an authorized user accesses via the NJ Portal, to upload any documents in support of their response to the file cabinet. Username, date, and time will be tracked.

**E-Filing of Cable Company Complaints, Franchise Documents, Annual Financial Reports** - The system shall allow for secure intake of cable company complaints, company responses to complaints, documents to support actions or response by company, documents to support customer complaint, etc., from a web intake form that an authorized user accesses via the NJ Portal. The system shall use best practices for e-signatures, verification of documents, and virus scanning prior to saving information.

The following data spreadsheets and reports shall be incorporated into the database:

1) Municipal/Franchising Information

- Municipality Information (NJBPU6)
- Cable Company Information (NJBPU6)
- Associate Municipality and Docket Numbers (NJBPU6)
- Municipality/County (Excel)
- Composite Municipal Information/Senior and or Disabled Discounts/Terms (Excel)
- Community Unit Identification Number (Excel)
- Expiration List Report (Excel)
- Verizon Reports:
  - Total 348\* Municipalities (\*number is now 369) (Excel)

- List of Active Verizon Municipalities (Excel)
- Top 70 Municipalities required by N.J.S.A. 48:5A-25.2 (Excel)
- 60% Certification List/Higher Franchise Fee - Confidential (Excel) (contains multiple worksheets)
- 60% Certification List/Higher Franchise Fee - Public (Excel) (contains multiple worksheets)
- Free Service/Return Line Report (Excel)
- Elected Officials Report (Excel) (contains multiple worksheets)
- Cable Facts Form (previously listed as Cable Facts Report) (Excel) (contains multiple worksheets)
- Cable Facts Report - Confidential (Excel) (contains multiple worksheets)
- Cable Facts Report - Public (Excel)
- Access/Studio Report (Excel)
- Application for Municipal Franchise (Word)
- Application for System-Wide Franchise (Word)

## 2) Accounting Information

- Refund Schedule - Confidential (Excel)
- Equipment and Installation Rates - Confidential (Excel)
- Docketed Matters from 1993 to Present - Confidential (Excel)
- Summary of Basic Rate Changes 2001 to Present - Report Cover Sheet (Excel)
- Basic Rates - Report (Excel)
- Summary of CPS Rates 1993 to Present (Excel)
- CPS Rates - Report (Excel)
- Effective Competition Filings - Confidential (Excel)
- Average Rates By County - Confidential (Excel)
- Basic Service Tier Channel Count - Confidential (Excel)
- Cable Programming Service Tier Channel Count - Confidential (Excel)
- Channel Allocation Form (Excel)
- Channel Alteration Form (Excel)
- Schedule (formerly "tariff") Review Checklist (Word)
- CATV-1 (Word)
- CATV-2 part A, B, C (word - all), attachment A (excel) and attachment B (formerly CATV 2B) (word) - Confidential
- CATV-2 part A, B, C (word - all), attachment A (excel) and attachment B (formerly CATV 2B) (word) - Public
- Form 99 - Confidential (Word)
- Form 99 - Public (Word)
- Franchise Fees by Company - Confidential (Excel) (contains multiple worksheets)
- Franchise Fees by Municipalities - Confidential (Excel) (contains multiple worksheets)

## 3) Investigative Information

- Verbal/Written Complaint Forms (NJBPU6)
- Internet Complaint Form (Online) (online complaints to be forwarded via Outlook and automatically assigned complaint number)
- Credits Issued or Monetary Resolution - Confidential (Excel) (contains multiple worksheets)
- Top Two Complaint Categories Report - Confidential (Excel)
- Annual Complaint Form for Cable Operators - Public (Excel)
- Annual Complaint Form for Cable Operators - Confidential (Excel)
- Annual Complaint Form for OCTV - Confidential (Excel)
- Cable Operator and OCTV Complaint Data Aggregate Percentages - Confidential (Excel)
- Cable Operator and OCTV Complaint Data Aggregate Percentages (Other) - Confidential (Excel)
- Cable Operator and OCTV Complaint Data Individual Percentages - Confidential (Excel)

- Cable Operator Warnings - Confidential (Excel)
- Cable Operator Offers of Settlement - Confidential (Excel)

#### 4) Technical Information

- Cable Operator Outage Summation and Reliability Factor - Confidential (Excel)
- Outage Duration - Confidential (Excel)
- Outage Information and Report - Confidential (Word)
- Outage Information and Report - Public (Word)
- Proof of Performance Report (Access) (prior format was Excel)
- Construction Commitment - Confidential (Excel)
- Municipal Rebuild or Upgrade Form - Confidential (Excel)
- Rebuild or Upgrade Report - Confidential (Excel)
- Telephone System Information Form - Public (Word)
- Telephone System Information Form - Confidential (Word)
- Telephone System Performance Report - Public (Word)
- Telephone System Performance Report - Confidential (Word)
- Company Mileage and Mileage Report (a.k.a. "Mileage Information") - Confidential (NJBPU6)
- Headend Information - Confidential (NJBPU6)
- Technical Information (NJBPU6)
- Accident/Injury Report (Word)

### 3.4.8 ONE CALL QUERIES

#### 3.4.8.1 UNDERGROUND FACILITY DAMAGE, FINE , AND PENALTY TRACKING

**Damage Report Entry** – The system shall allow for the electronic filing of manual entry of damage reports. The system shall store all electronic filings in a temporary storage area until an authorized user accepts them as filed. The system shall auto-generate an OC number for each record of the report. The system shall issue a receipt to the filer upon accepting the report.

**Annual** – The system shall allow for the query/entry/update/printing of the annual Damage Report filed by operators using the original report format. The system shall enter a record into the activity log once the annual report is filed and issue a receipt to the filer. The system shall issue automatic alerts to operators as deadline for filing approaches based on calendar rules.

**Quarterly** – The system shall allow for the query/entry/update/printing of the quarterly Damage Report filed by operators using the new report format. The system shall enter a record into the activity log once the quarterly report is filed and issue a receipt to the filer. The system shall issue automatic alerts to operators as the deadline for filing approaches based on calendar rules.

**Bi-Weekly** – The system shall allow for the query/entry/update/printing of the quarterly Damage Report filed by operators using the new report format. The system shall enter a record into the activity log once the quarterly report is filed and issue a receipt to the filer. The system shall issue automatic alerts to operators as the deadline for filing approaches based on calendar rules. The system shall allow the authorized user to incorporate this bi-weekly damage into the quarterly report.

**Emergency** – The system shall allow for the query/entry/update/printing of the Emergency Damage Report filed by operators using the new report format. The system shall enter a record into the activity log once the emergency report is filed and issue a receipt to the filer. The system shall allow the authorized user to incorporate this emergency damage into the bi-weekly or quarterly report.

**Update Damage Information** – The system shall query or update any specific damage based on the OC number which is passed in from a previous screen or manually entered. The system shall enter a record into the activity log if a modification was done.

**One Call Damage Activity Log** – The system shall display all activities of an OC number in chronological order. Any documents that accompany an activity entry shall be viewable at that time.

**Damage Information** - The system shall include the conversion of all existing viable queries with the ability for customization based on authorization. The system shall maintain the ability for authorized users to create new queries as needed. The system allows the user to query the database for damages by operator, excavator, county, city, zip code with string matching and drop down selection available, and date intervals (calendar). Once data is displayed, the user shall select specific OC number.

**Operator Information** – The system shall allow for the query/entry/update of operator information based on operator name or operator code with string matching and drop down selection available on operator name. Once an operator is selected, the system shall display damage reports filed within a date interval from the calendar. The system shall allow for new operators and the auto-generation of operator codes. Specific damage reports and damage information shall be viewed at this time.

**Excavator Information** – The system shall allow for the query/entry/update of excavator information based on excavator name, address, or excavator code with string matching and drop down selection available on excavator name and address. Once an excavator is selected, the system shall display damages based on date interval using the calendar. The system shall allow for new excavator and auto-generation of excavator codes. Specific damage information shall be viewed at this time.

**Letters** – The system shall allow for auto-generation of a series of letters involving each damage. Once the letters are generated, the system shall enter a record into the activity log and a copy of the letter shall be entered into the damage file cabinet. The system shall allow the user to print the letter or e-mail it if the contact information is available.

**Meter Testing** – The system shall allow for the query/entry/update/printing of the meter reading complaint investigation filed. The system shall auto-generate a meter testing number and issue a receipt to the filer. The business process flow for this feature can be found in [Appendix G](#).

**US Department of Transportation (USDOT) – Common Names Inclusion** – File generated by the USDOT which incorporates common names of cities/towns with real names. City/Town fields shall be verified against this file.

**GIS Mapping of Damage Information** – The system shall allow the user to view/print/e-mail with encryption graphical representation of inspections by municipality, county, operator, and excavator for a specific time interval as well as any new configuration requested.

**E-Filing of All Underground Damaged Reports with Receipt of Document Sent to Initiator** – The system shall allow for secure intake of operator annual, quarterly, bi-weekly, and emergency damage reports, operator and excavator responses, documents to support action, or response by operator and excavator, etc., from a web intake form that an authorized user accesses via the NJ Portal. The system shall use best practices for e-signatures, verification of documents, and virus scanning prior to saving information in a timely storage area. The system shall issue a received but not accepted statement to the filer. The system shall allow authorized users to accept the electronic filings into the main storage area. The system shall issue a receipt to the filer at the time of acceptance.

#### 3.4.8.2 PIPELINE SAFETY AND INSPECTION

**Pipeline Safety System** – The system shall allow for the creation of the Pipeline Safety Inspection System. All existing data, forms, and reports that have been created/collected in Microsoft Access, Excel, Word or hard copy shall be available in the new system. The system shall allow for the scheduling of inspections via the calendar. The inspector requires ability to reschedule inspection. The system shall allow for a year to date total of inspections completed to be immediately visible upon login.

**Pipeline Safety Inspection Forms** – The system shall allow for the automation of 40 existing inspection forms with the addition of “Hours Worked” field per inspector. The system shall allow network access to authorized users as well as remote access to these forms via PDAs or other best practices technology. Inspectors shall have the ability to save the data offline and upload to the database at a later time. The system shall assign an auto-generated inspection number to each inspection completed and alert the inspector as the deadline approaches.

**Pipeline Specification Form** – The system shall allow for the automation of the existing specification form. The system shall allow network access to authorized users as well as remote access to this form via PDAs or other best practices technology. Inspectors shall have the ability to save the data offline and upload to the database at a later time.

**Pipeline Inspectors Activity Log** – The system shall display all activities of an inspector in chronological order by company and type of inspection. Any documents that accompany an activity entry shall be viewable at that time.

**Letters and Reports** – The system shall allow for the auto-generation of a series of letters involving each inspection. Once the letters are generated, the system shall enter a record into the activity log and a copy of the letter shall be entered into the inspection file cabinet. The system shall allow the user to print the letter or e-mail it if the contact information is available. The system shall allow for the automation of 15 reports including the Federal DOT Report extracting data from the Pipeline System to populate the report. The system shall allow for a report to summarize hours worked on a project (summary of forms).

**GIS Mapping of Inspection Information** – The system shall allow the user to view/print/e-mail with encryption graphical representation of inspections by company, district, municipality, inspection type, and damage category for a specific time interval as well as any new configuration requested.

**E-Filing of Inspection Forms and Responses to Violations** – The system shall allow for secure intake of inspection forms, pictures, responses, and documents to support actions or responses by inspectors and inspection site management, etc., from a web intake form that an authorized user accesses via the NJ Portal. The system shall use best practices for e-signatures, verification of documents, and virus scanning prior to saving information in a temporary storage area. The system shall issue a received but not accepted statement to the filer. The system shall allow authorized users to accept the electronic filings into the main storage area and issue a receipt to the filer at the time of acceptance.

#### 3.4.8.3 SECURITY

**Secure Network Login** – The system shall maintain secure login access via network login for internal BPU staff. Functionality shall be determined by the roles and privileges assigned to individuals and groups of users.

**Secure Remote Login** – The system shall maintain secure remote login access via the NJ Portal for BPU staff in the field. Functionality shall be determined by the roles and privileges assigned to individuals and groups of user. Refer to [http://www.nj.gov/it/ps/it\\_architecture.pdf](http://www.nj.gov/it/ps/it_architecture.pdf) for portal specifications.

**Web-Based Front End** – The system shall allow authorized users to enter data directly over the internet that is intuitive and easy to use for data entry, inquiry, and update functions.

**Multi-User Access** – The system shall support multi-user access to system functionality and databases and provide an auditing process including reports of the users accessing the system.

**Secure Work Offline** – The system shall allow a “disconnect” from the database feature that allows BPU staff to work offline and synchronize information at a later time.

**Data Security and Encryption** – The system shall allow for data encryption when file transfer occurs as well as best practice procedures in place to ensure the integrity and continuity of the data.

### 3.5 TECHNICAL ENVIRONMENT

#### 3.5.1 STATE TECHNOLOGY REQUIREMENTS AND STANDARDS

Please refer to the following website:

[http://www.state.nj.us/it/ps/it\\_architecture.pdf](http://www.state.nj.us/it/ps/it_architecture.pdf)

## 4.0 BID PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

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

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

**The forms discussed herein and required for submission of a bid proposal in response to this RFP are available on the web at**  
<http://www.state.nj.us/treasury/purchase/bid/summary/11x21219.shtml>  
**unless noted otherwise.**

### 4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

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

### 4.3 EBID VS NON EBID SUBMISSION INSTRUCTIONS

#### 4.3.1 EBID SUBMISSION OF BID PROPOSAL

If the bidder is submitting an eBid, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <http://www.state.nj.us/treasury/purchase/index.shtml>.

Should the bidder choose to submit both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

#### 4.3.2 NON EBID SUBMITTAL

The bidder must submit the following bid proposal copies:

**One (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal.

**Six (6) complete and exact copies**, clearly marked "COPY".

**One (1) unbound, complete and exact copy** of the original, clearly marked "COPY".

**Two (2) complete and exact Electronic copies** of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software.

**One (1) complete and exact Electronic copy** of the original proposal in an editable and "writable" PDF file format on disc (CD or DVD) for redaction.

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

#### 4.4 BID PROPOSAL CONTENT

The bid 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 25 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 REQUIRED WITH BID 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 will result in rejection of the bid proposal.

##### 4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

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

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (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 SMALL BUSINESS SUBCONTRACTOR SET ASIDE CONTRACTS

This is a contract with set-aside subcontracting goals for New Jersey Small Business enterprises.

#### 4.4.1.5 SUBCONTRACTOR SET-ASIDE FORMS

All bidders shall complete the Notice of Intent to Subcontract Form to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a small business subcontracting set-aside contract refer to Section 4.4.1.5, then the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in the Subcontractor Set-Aside Forms. Further, if the bidder intends to utilize a subcontractor, then the Subcontractor Utilization Form must be completed and submitted with the bid proposal. Bidders seeking eligible small businesses should contact the New Jersey Division of Minority and Women Business Development at (609) 292-2146.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

N.J.A.C. 17:13-4 mandates that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Division of Minority and Women Business Development registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II – \$500,001 to \$5,000,000; Category III – \$5,000,001 to \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher.

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

#### 4.4.1.6 BID BOND

Not applicable to this procurement.

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

#### 4.4.2.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract.

#### 4.4.2.2 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44.1(b) (revised by L. 2009, c. 315, January 18, 2010), 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 bid proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its bid proposal.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of bid opening or whose BRC was revoked prior to the submission of the bid 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.htm>.

A bidder otherwise identified by the Purchase Bureau as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its bid proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Purchase Bureau. A bidder's failure to comply with this requirement by the deadline specified by the Purchase Bureau will be deemed ineligible for contract award. Under any circumstance, the Purchase Bureau will 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 will 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.

#### 4.4.2.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. Refer to RFP Section 7.1.2 for further explanatory 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 bid proposal should minimally contain the information identified below.

The bidder must include as part of its bid proposal a list of recommended hardware required to support this endeavor.

The cost proposal should include costs for normal software upgrades and version changes, as well as position and hourly rates for all titles that will be performing BPU-requested enhancements to the system post implementation.

##### 4.4.3.1 MANAGEMENT OVERVIEW

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

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

#### 4.4.3.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

#### 4.4.3.3 CONTRACT SCHEDULE

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

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

#### 4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

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

Such mobilization and implementation plan should include the following elements:

- a. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how the bidder will have the contract up and operational from the date of notification of award.
- b. The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract.

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

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

#### 4.4.3.5 POTENTIAL PROBLEMS

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

#### 4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

##### 4.4.4.1 LOCATION

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

##### 4.4.4.2 ORGANIZATION CHARTS

- a. **Contract-Specific Chart.** The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.
- b. **Chart for Entire Firm.** The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

##### 4.4.4.3 RESUMES

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

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

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

#### 4.4.4.4 BACKUP STAFF

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

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

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

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

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal. 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 should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

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

#### 4.4.5 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State-supplied price sheet(s) accompanying this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any addendum to this RFP, the addendum shall govern.

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

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

The contract may be extended for two (2) additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

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

### **5.3 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 will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of

responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

#### 5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor 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 substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

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

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

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

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

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

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

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

#### 5.8 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 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and

complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

## 5.9 DATA CONFIDENTIALITY

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

### **Secure Protection and Handling of Data**

1. **Network Security:** Contractor shall maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing for any Contractor controlled network that will be used to transport State provided data. The Contractor shall maintain network security that conforms to one of the following:
  - A. Those standards that State of New Jersey applies to its own network, as found at: <http://www.nj.gov>.
  - B. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://www.checklists.nist.gov/repository/> or
  - C. Any generally recognized comparable standard that Vendor then applies to its own network.
2. **Data Security:** The Contractor shall protect and maintain the security of data with protection that is at least as good as or better than the protection maintained by the State. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.
3. **Data Transmission:** Vendor agrees that any and all transmission or exchange of system application data with State of New Jersey and/or any other parties expressly designated by State of New Jersey shall take place via secure means, e.g. HTTPS or FTPS.
4. **Data Storage:** All State provided data must be stored, processed, and maintained solely on designated target servers and that no State data will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

5. **Data Encryption:** The Contractor shall store all State provided backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit encryption.
6. **Data Re-Use:** All State provided data shall be used expressly and solely for the purposes enumerated in this RFP. 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 vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Project Manager.
7. **End of Agreement Data Handling:** Upon termination of this Agreement the Contractor shall erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in D.O.D. 5015.2 and certify in writing that these actions have been complete within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the State whichever shall come first.
8. **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 agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

#### 5.10 NEWS RELEASES

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

#### 5.11 ADVERTISING

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

#### 5.12 LICENSES AND PERMITS

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

#### 5.13 CLAIMS AND REMEDIES

##### 5.13.1 CLAIMS

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

### 5.13.2 REMEDIES

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

### 5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

### 5.14 LATE DELIVERY

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

### 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 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

### 5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

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

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

#### 5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

#### **5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed 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 bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and Office of Information and Technology.

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.

#### **5.22 FORM OF COMPENSATION AND PAYMENT**

This section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau representative assigned to this contract.

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

The State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor hourly labor and shall document both the work and the approval. Payment shall not be made without such documentation. For contracts awarded on a time and material or hourly basis, the State Contract Manager or designee shall monitor and approve the hours of work accomplished by contractor hourly labor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at: [http://www.nj.gov/treasury/purchase/forms/Vendor\\_Timesheet.xls](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls).

#### **5.22.1 PAYMENT TO CONTRACTOR – OPTIONAL METHOD**

The State now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, are optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

#### **5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07**

##### **5.23.1 PATENT AND COPYRIGHT INDEMNITY**

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

##### **2.1 Patent and Copyright Indemnity**

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

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

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

### **5.23.2 INDEMNIFICATION**

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

#### **2.2 Indemnification**

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

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

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

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

### **5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

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

new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

#### 5.24 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

## **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; or
- 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 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### **6.3 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

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

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the "evaluation committee") may ask one, some or all of the bidders 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 bid 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 bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.4 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### 6.4.1 TECHNICAL EVALUATION CRITERIA

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

#### 6.4.2 BIDDER'S PRICE SCHEDULE

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

For evaluation purposes, bidders will 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 will be ranked the highest.

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

#### 6.4.3 TOTAL PROPOSAL SCORE

Each evaluated proposal will receive a Total Proposal Score based on the following formula:  
Technical Evaluation Score + Price Proposal Points = Total Proposal Score

The bidder receiving the highest Total Proposal Score will be recommended for contract award. In the event of a tie, the proposal with the highest technical score amongst the tied proposals will be recommended for contract award.

#### 6.4.3 BID DISCREPANCIES

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

#### 6.4.4 EVALUATION OF THE BID PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose bid 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 6.4 below, the Director reserves the right to negotiate price reductions with the selected vendor.

#### 6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

**Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation 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, will remain confidential until a Notice of Intent to Award a contract is issued.

**NOTE: Bid prices will not be publicly read at bid opening. Only the name and address of each bidder will be publicly announced at bid opening.**

## 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-20.13-25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER 117 (2008)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, then Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. To this end, Executive Order 134 prohibited State departments, agencies, and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, which was signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, then Governor Jon S. Corzine issued Executive Order NO. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP.

#### 7.1.1.1 DEFINITIONS

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

a) Reportable Contributions -- contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's spouse or civil union partner and any child residing with that person.<sup>1</sup>

c) Officer -- a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely

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<sup>1</sup> Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

d) Partner -- one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

#### 7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

#### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### 7.1.1.4 STATE TREASURER REVIEW

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### 7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

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

##### 7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies this 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 certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

##### 7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

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

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to

Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless 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, 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 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).

#### 7.2 FINAL CONTRACT AWARD

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

#### 7.3 INSURANCE CERTIFICATES

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

#### 7.4 PERFORMANCE BOND

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

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

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

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

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

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

## **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 will 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 addendum (the "ARRA Addendum") to the agreement (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 ARRA Addendum 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) will be provided any changes and/or additions to these requirements as they become available in an amended 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) will 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 ARRA Addendum 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) will 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 will 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**

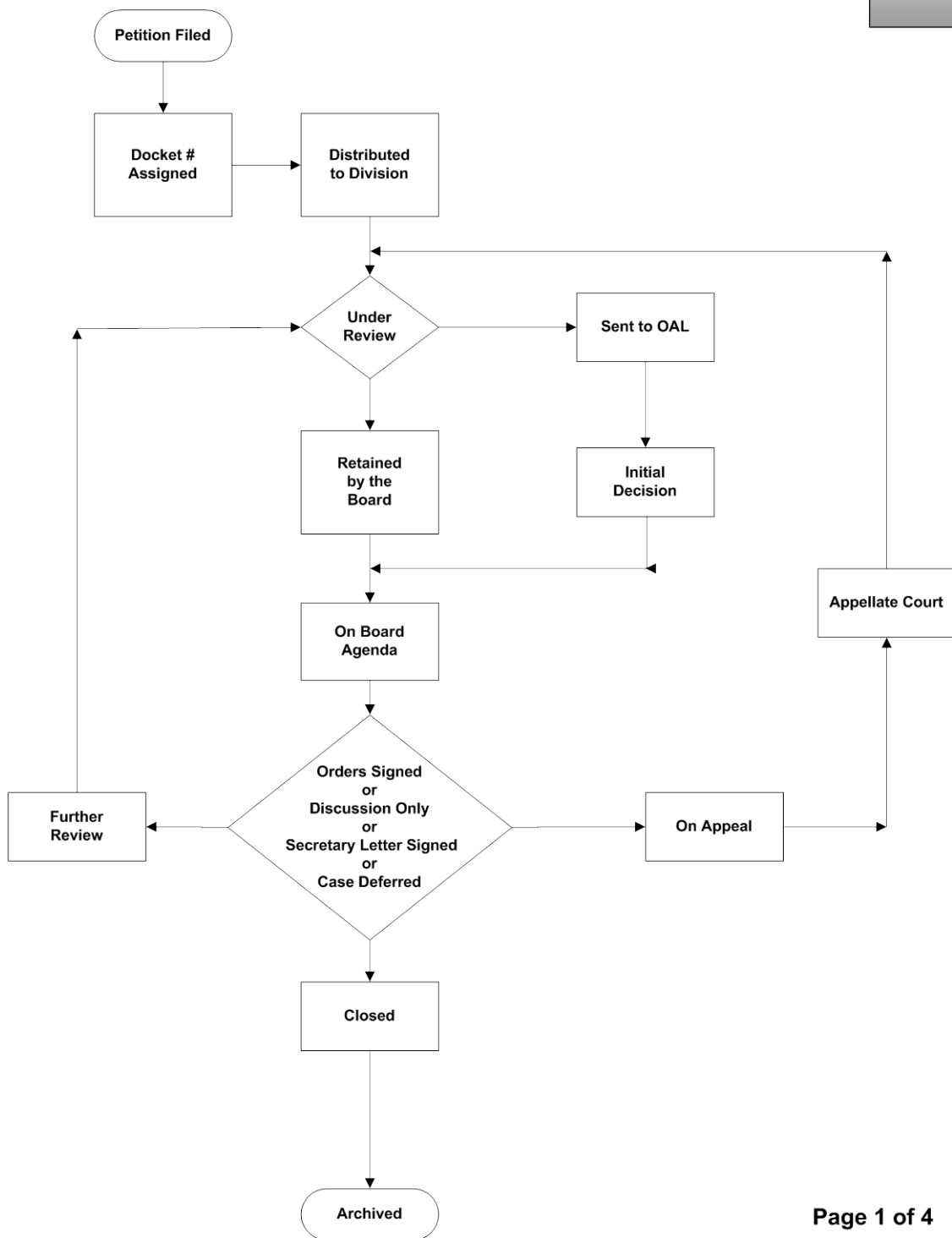
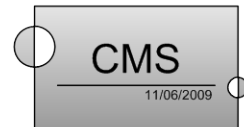
In accordance with ARRA, §§902, 1514 and 1515, the Contractor assures that it and its subcontractor(s) will cooperate with any representative of the State of New Jersey, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), 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.

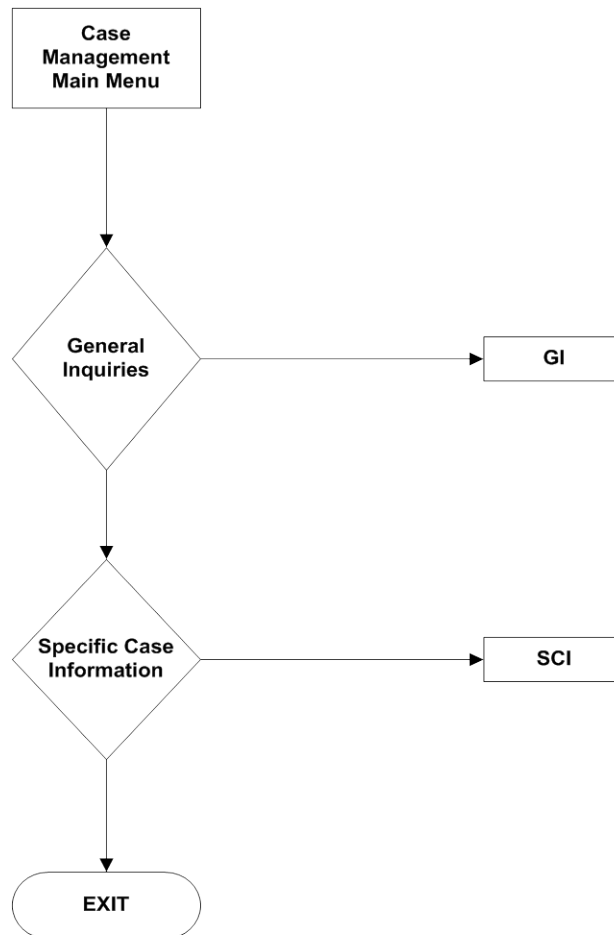
## **VI. Enforceability**

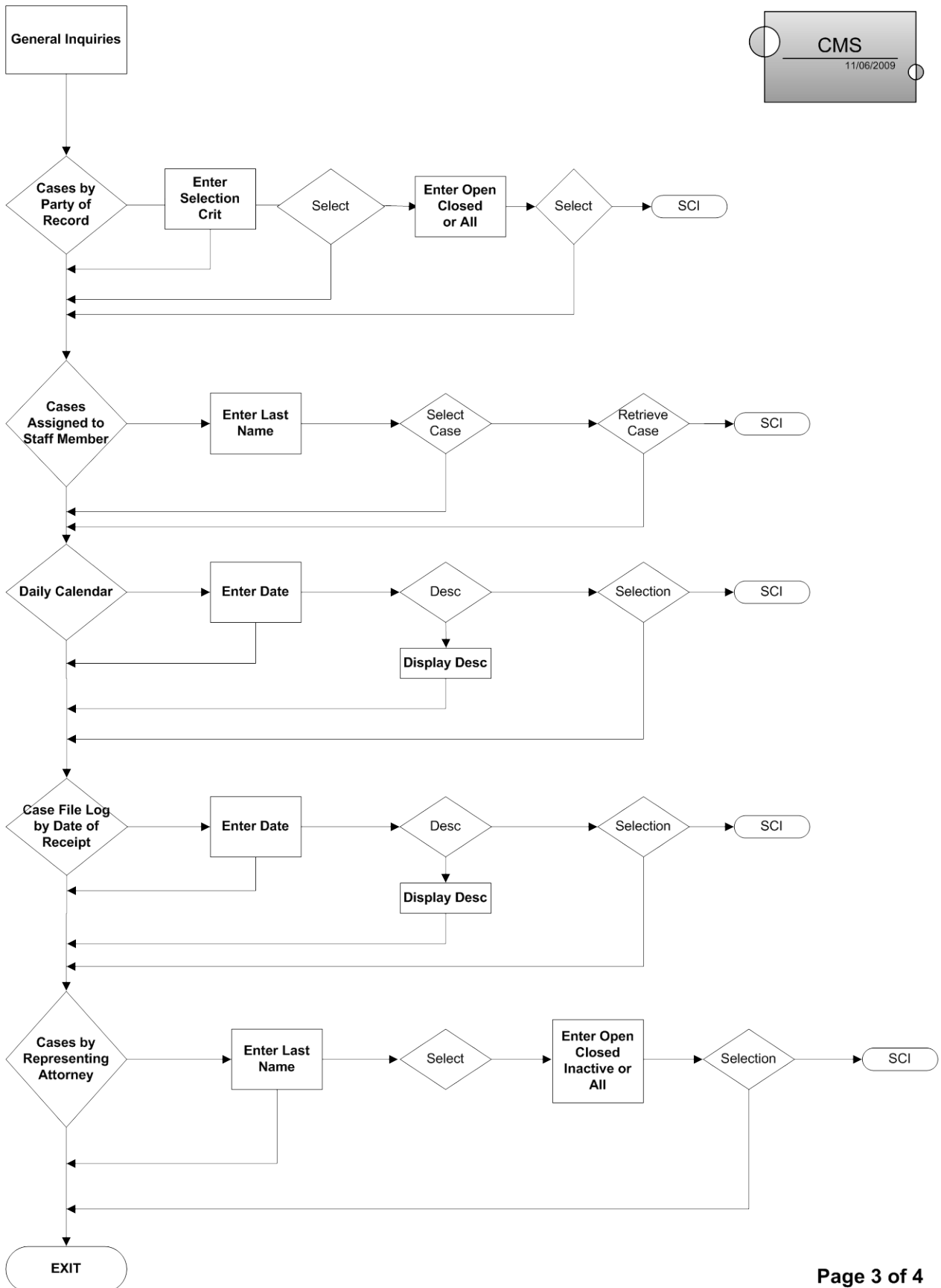
If a Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State of New Jersey may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision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

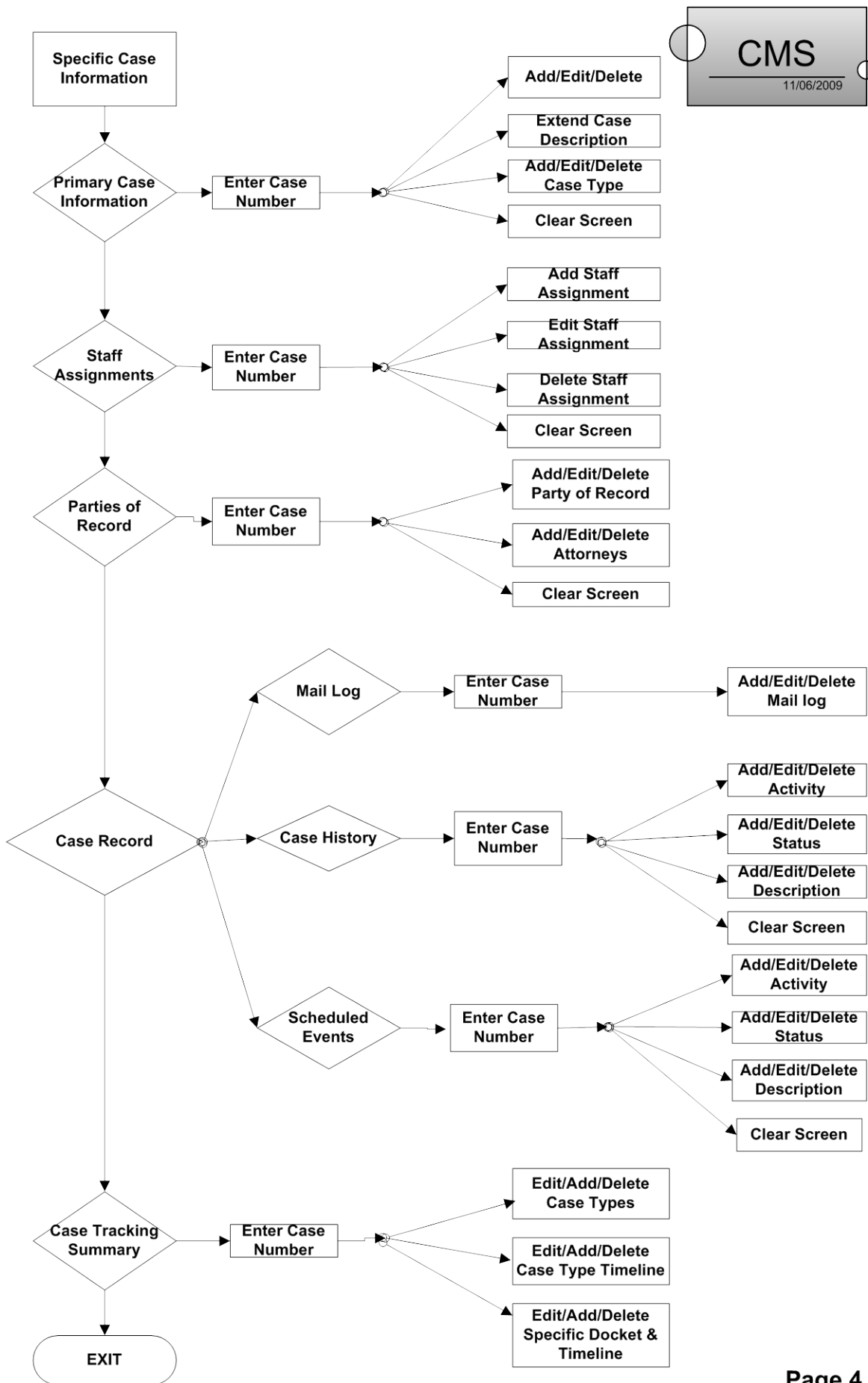
## APPENDIX A – CASE MANAGEMENT SYSTEM

### BUSINESS PROCESS FLOW



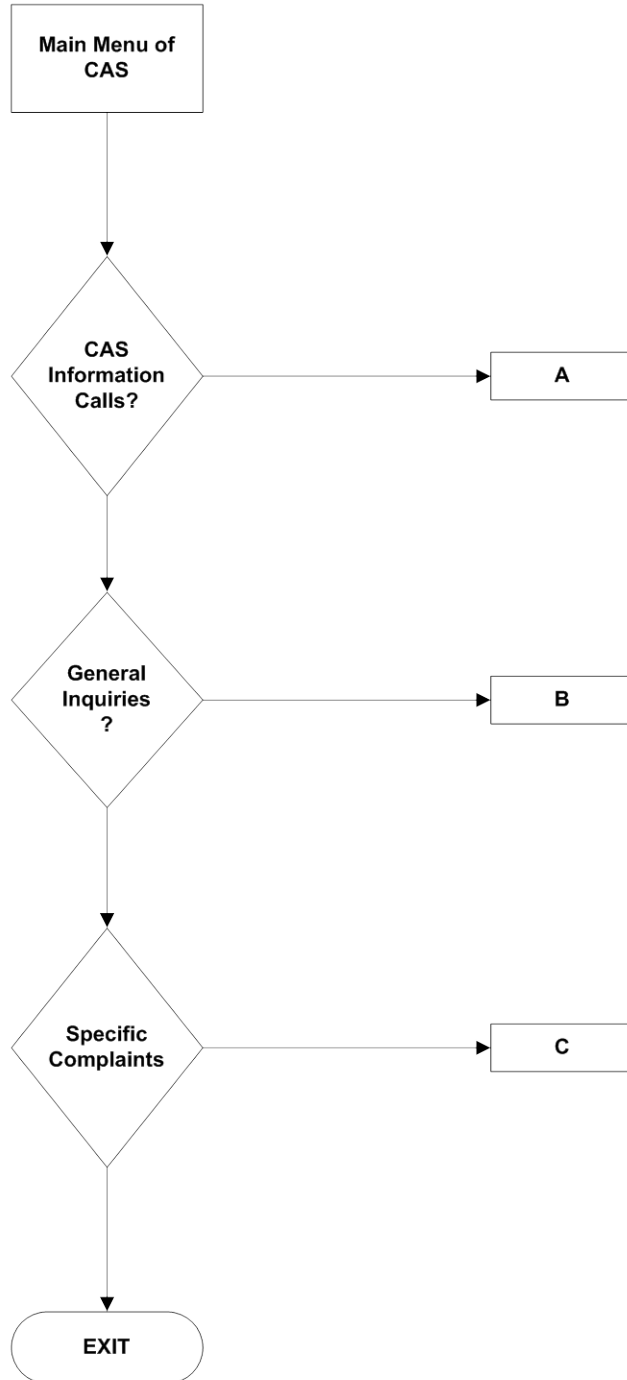
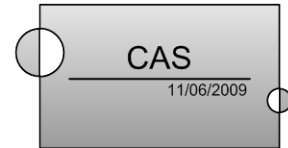


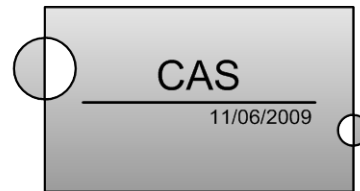
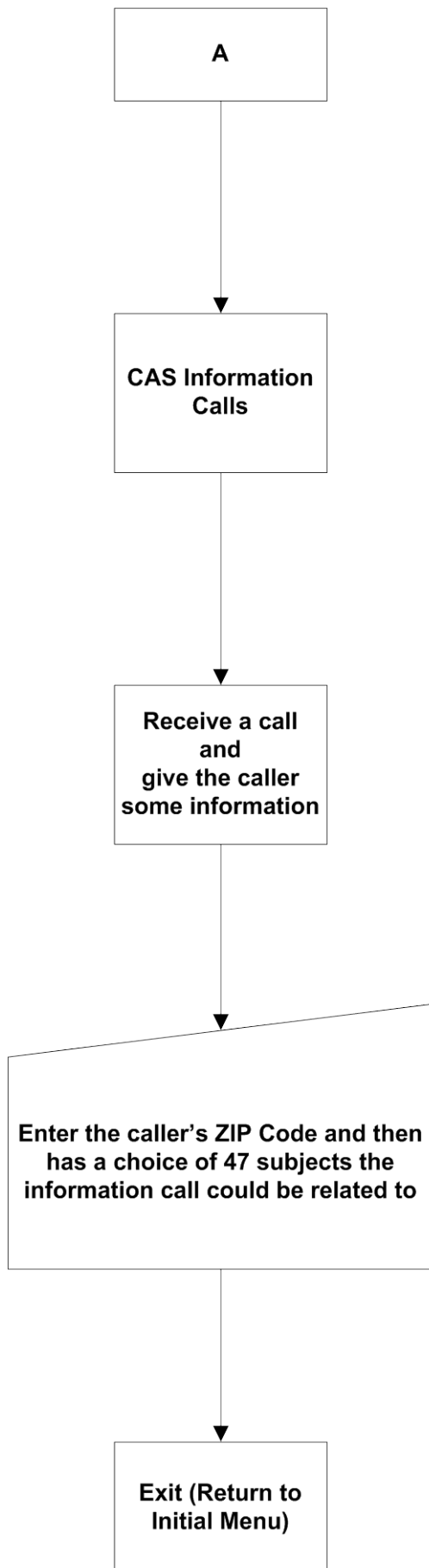




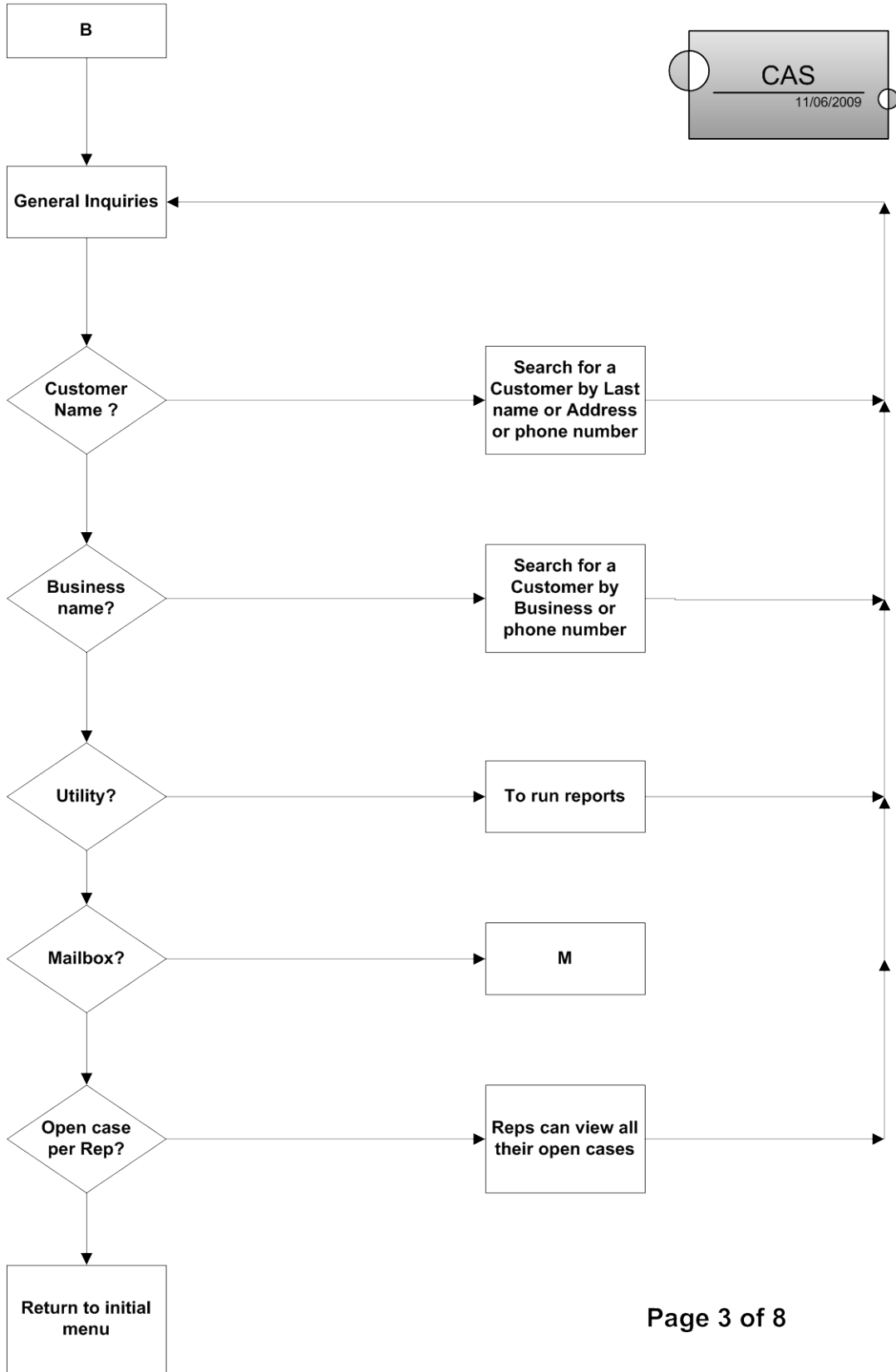
## APPENDIX B – CUSTOMER ASSISTANCE SYSTEM (CAS)

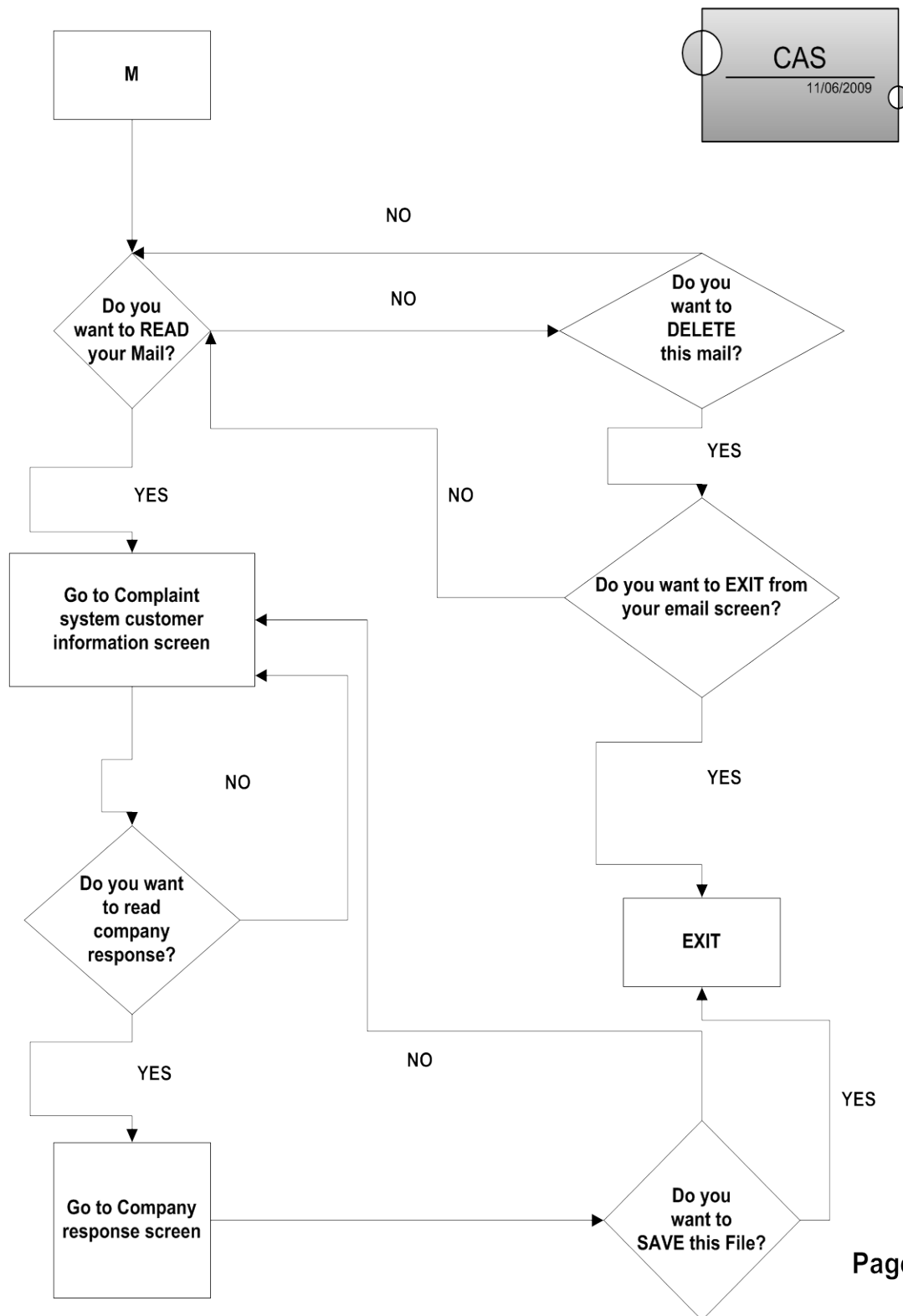
### BUSINESS PROCESS FLOW

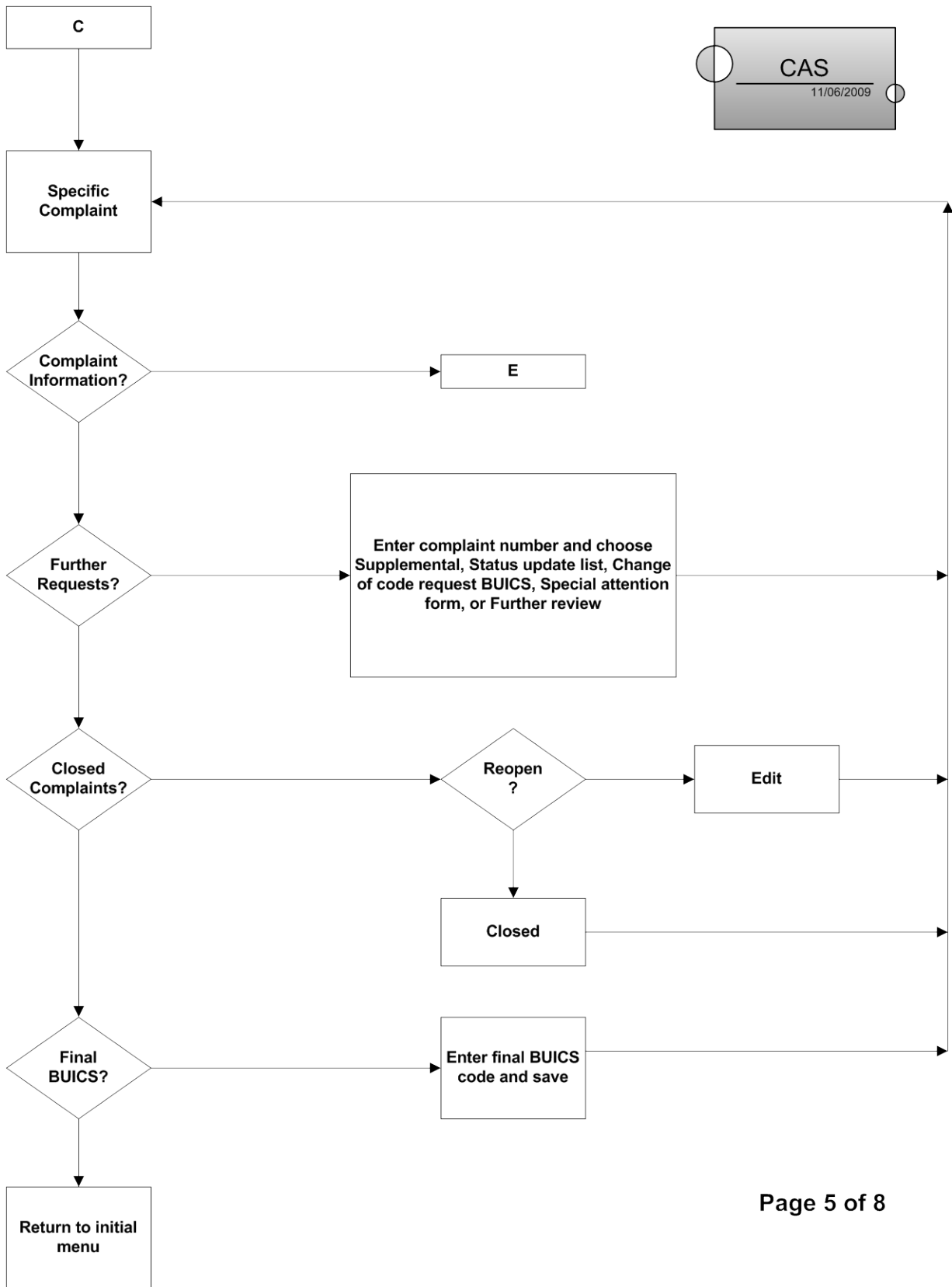


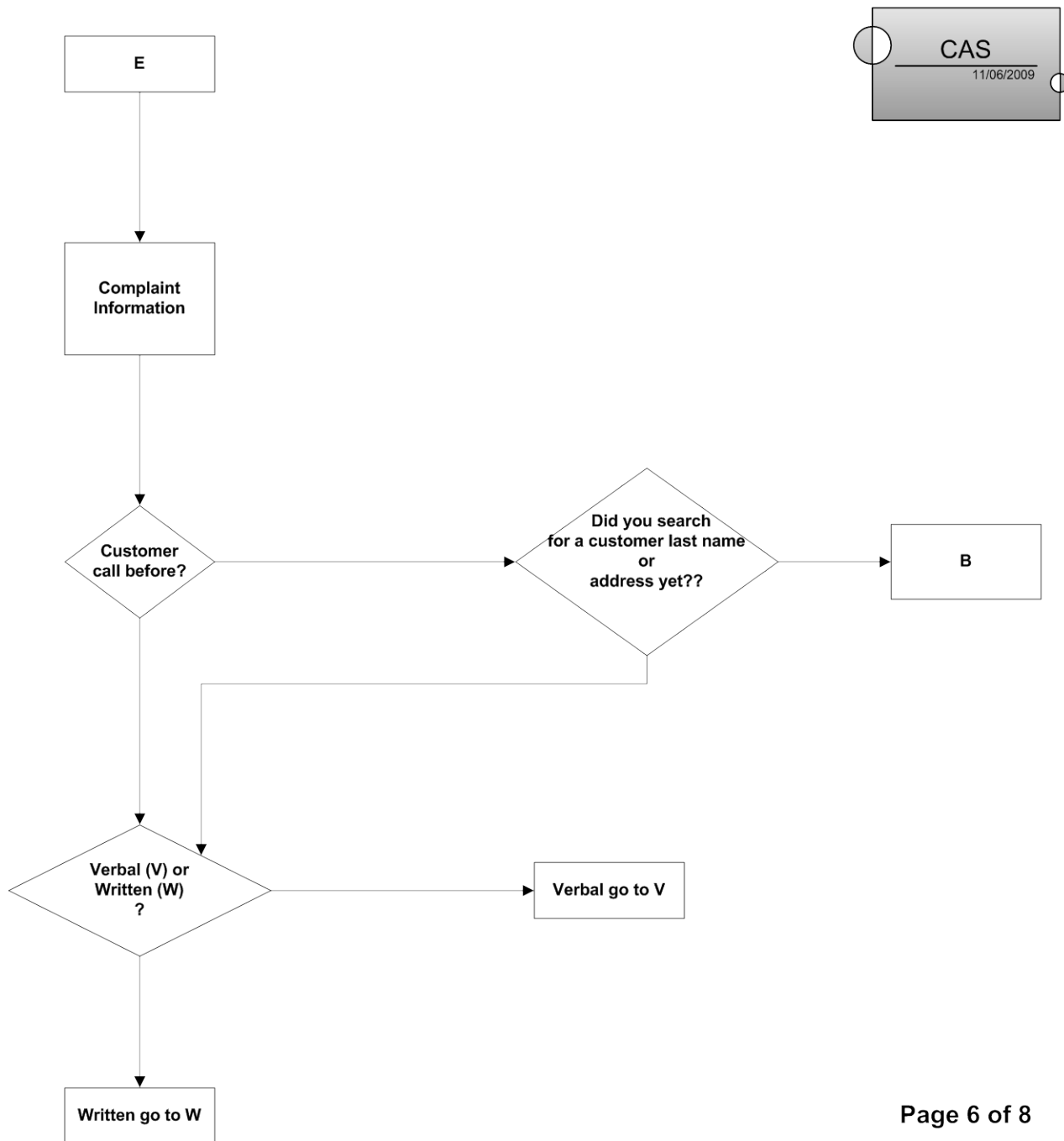


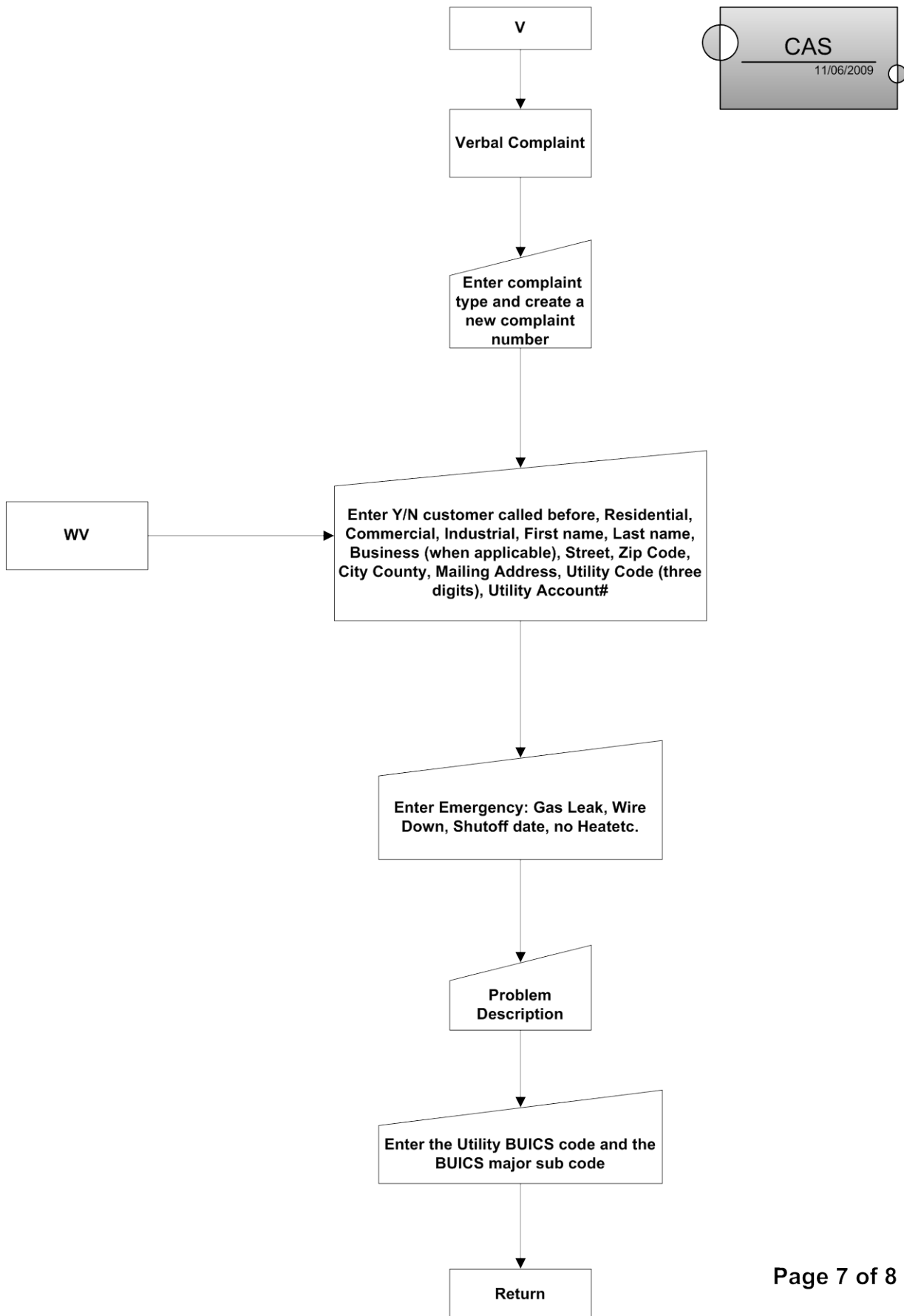
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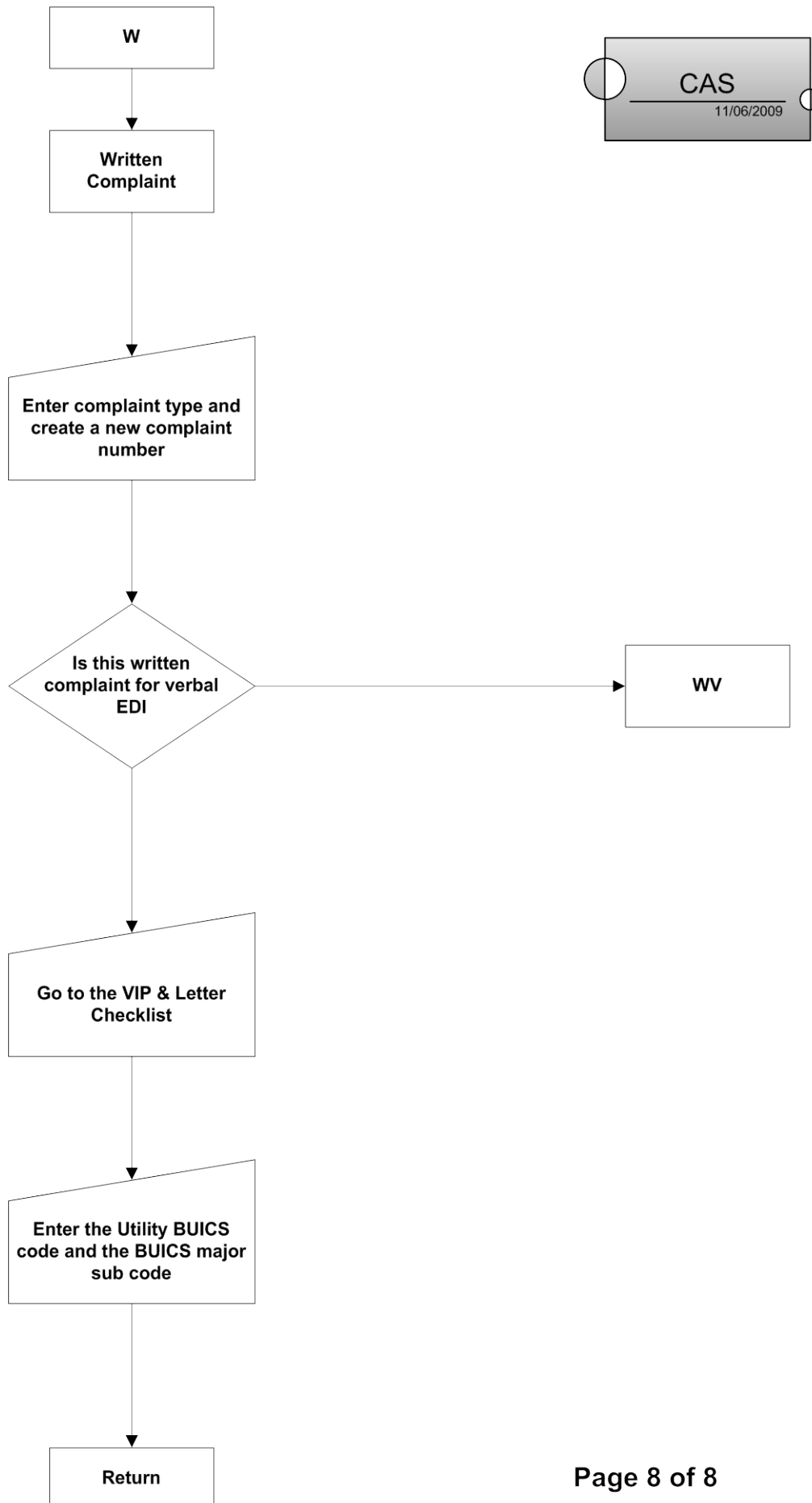






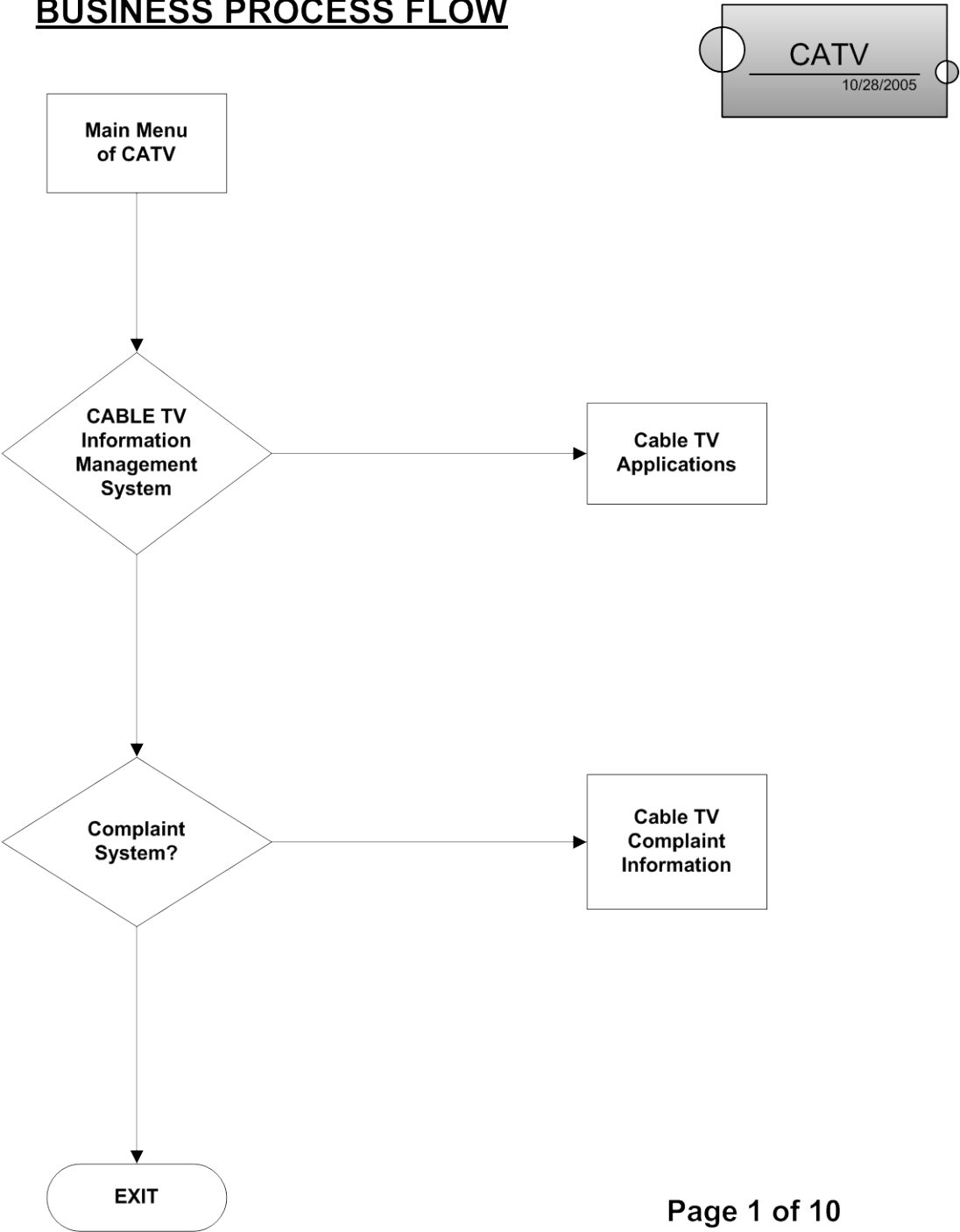


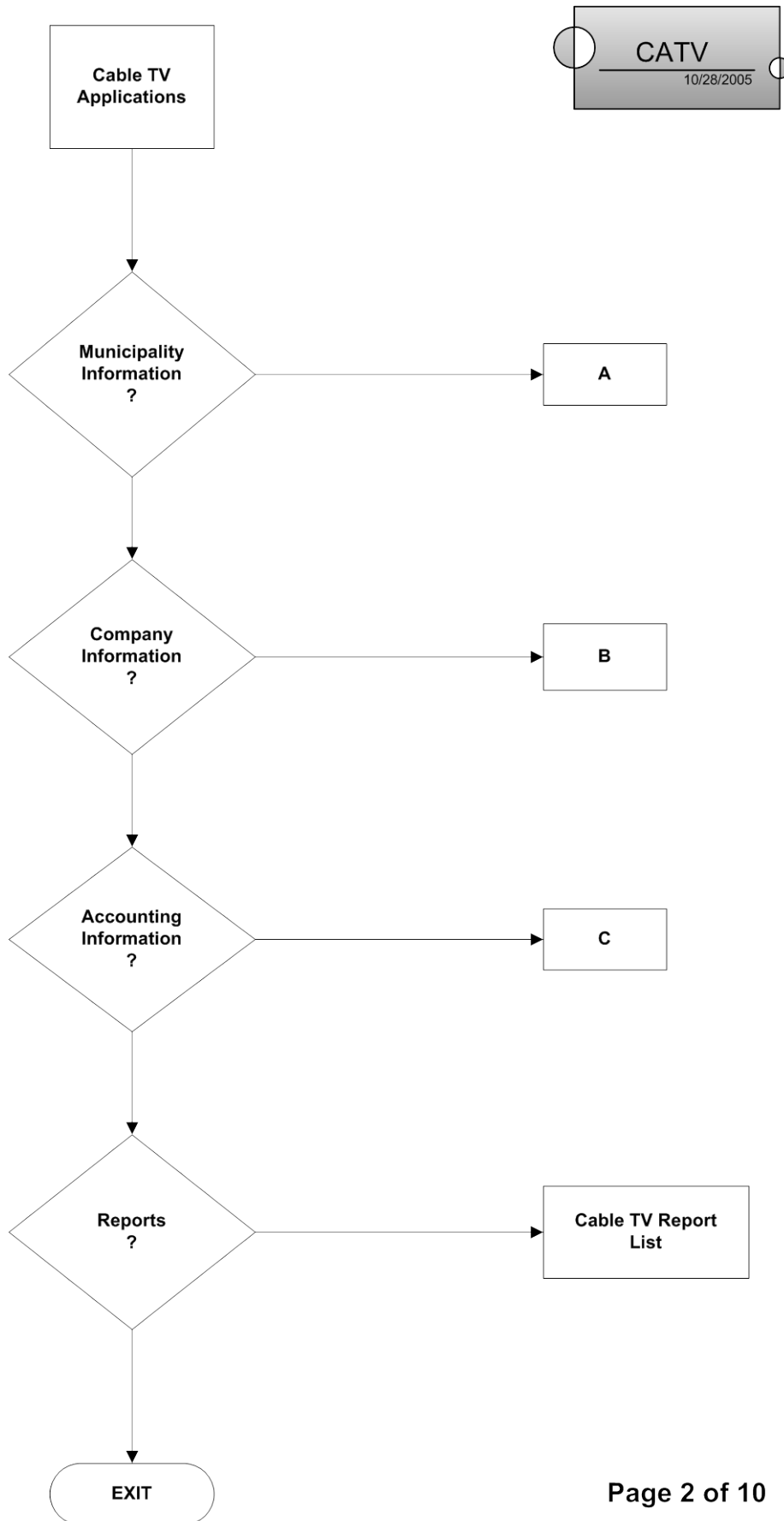


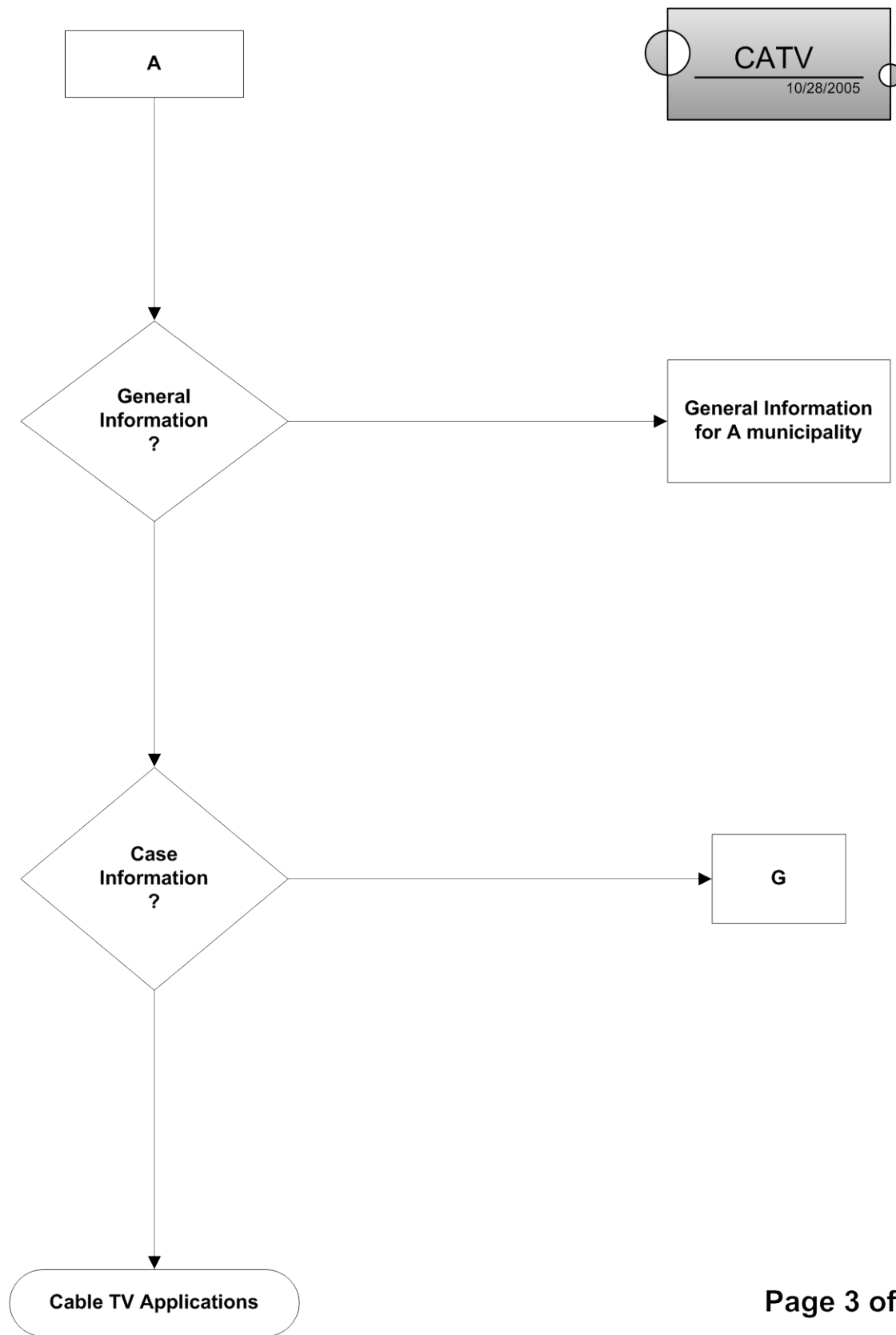


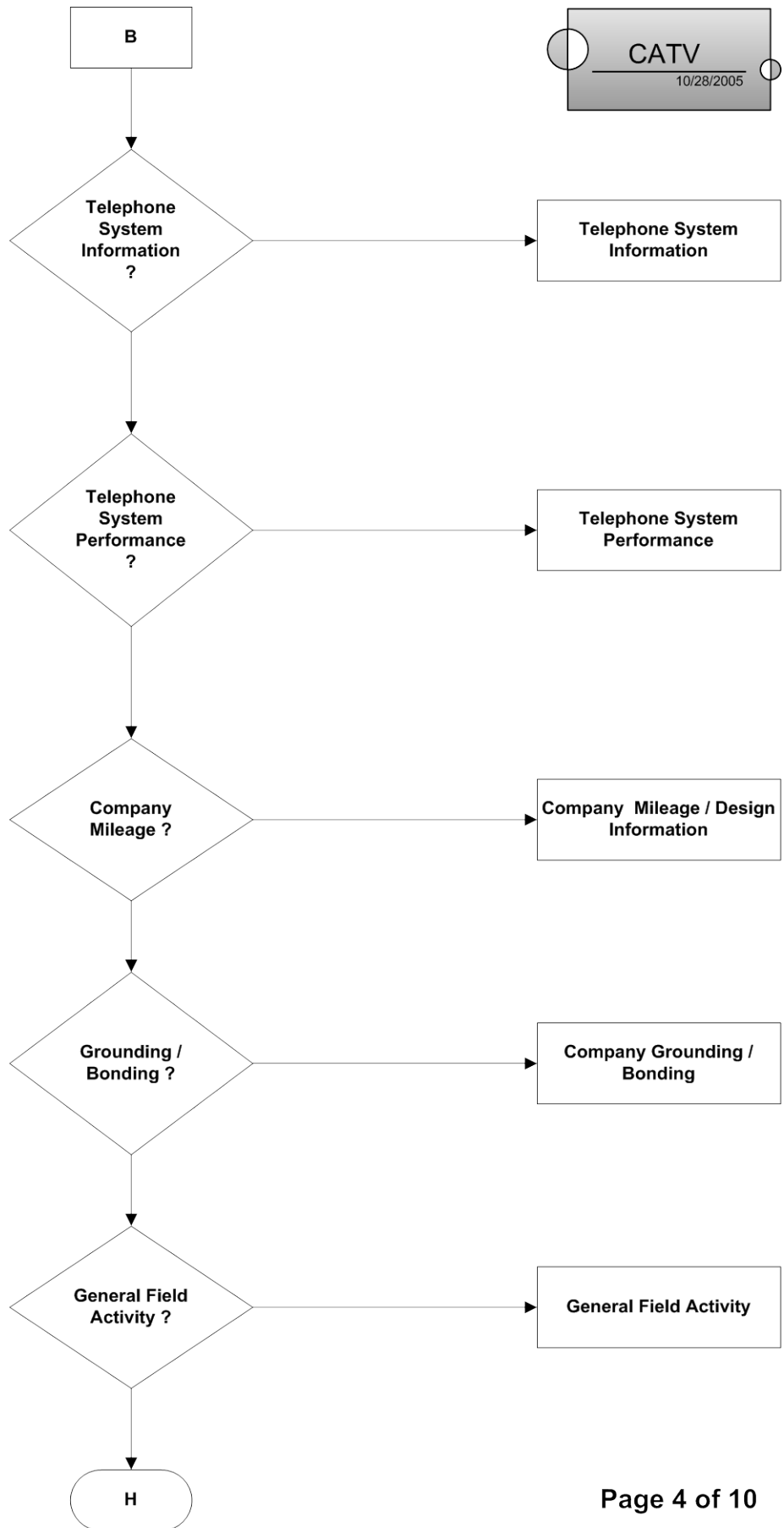
APPENDIX C - CABLE TELEVISION SYSTEM (CATV)

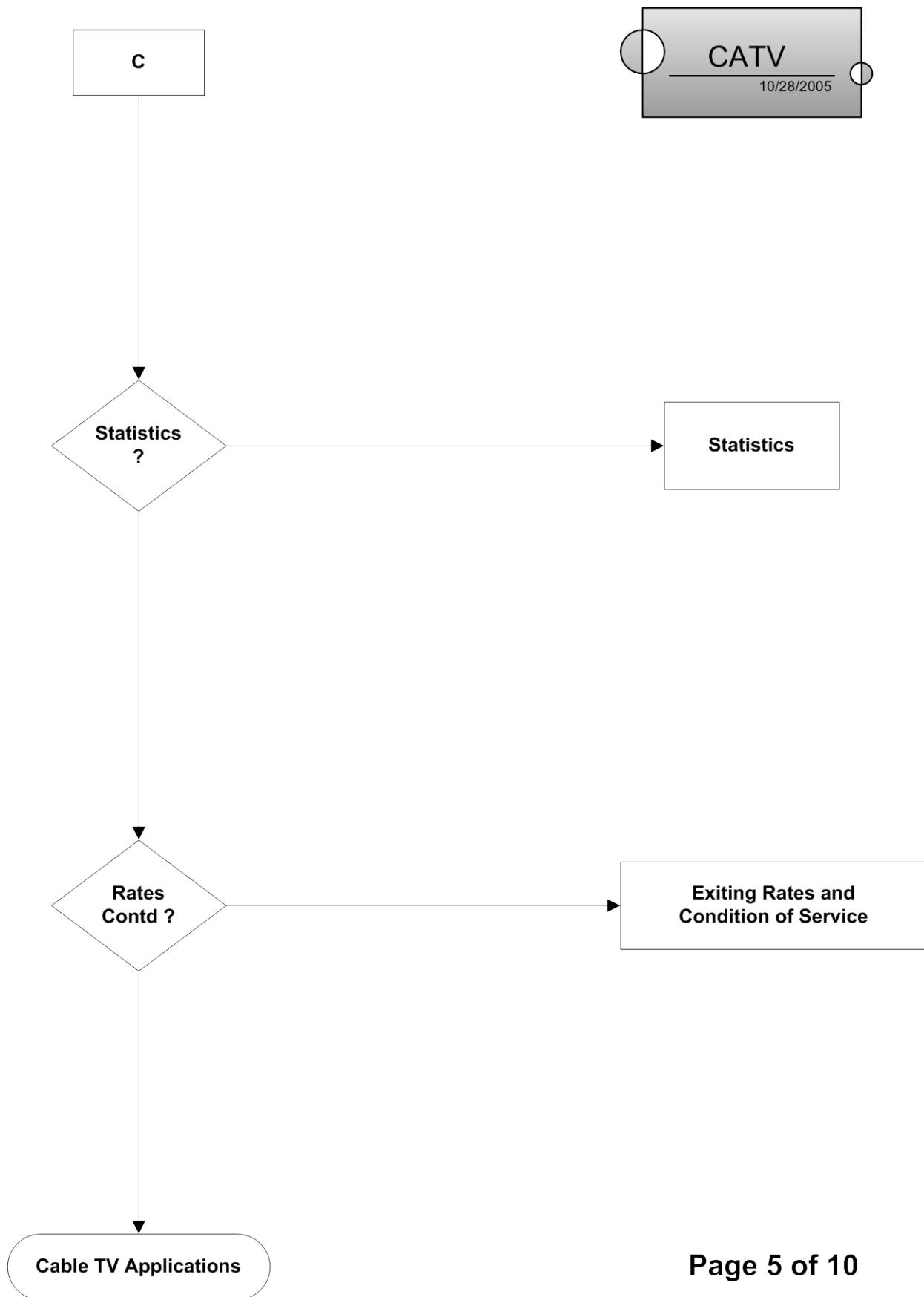
BUSINESS PROCESS FLOW



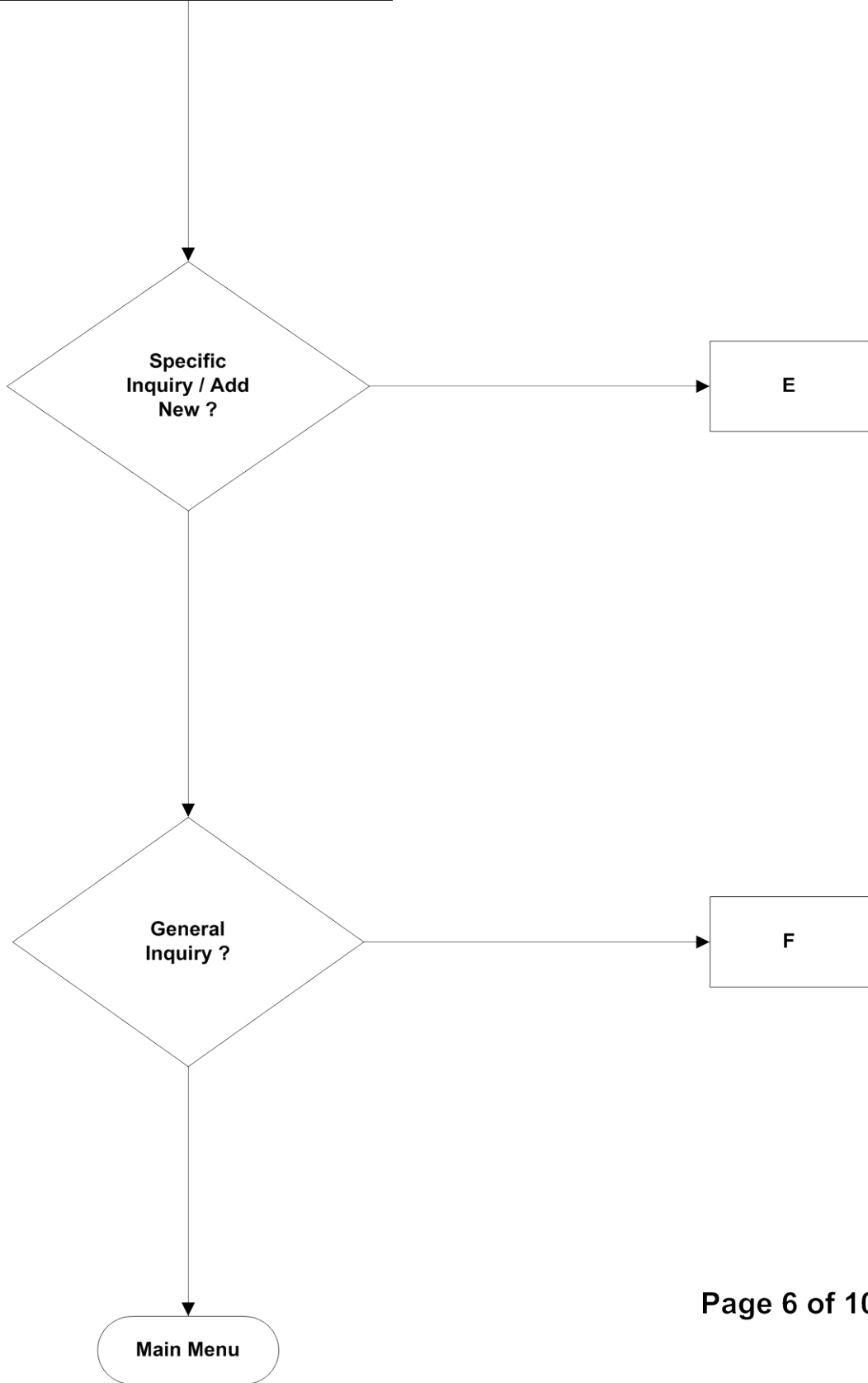


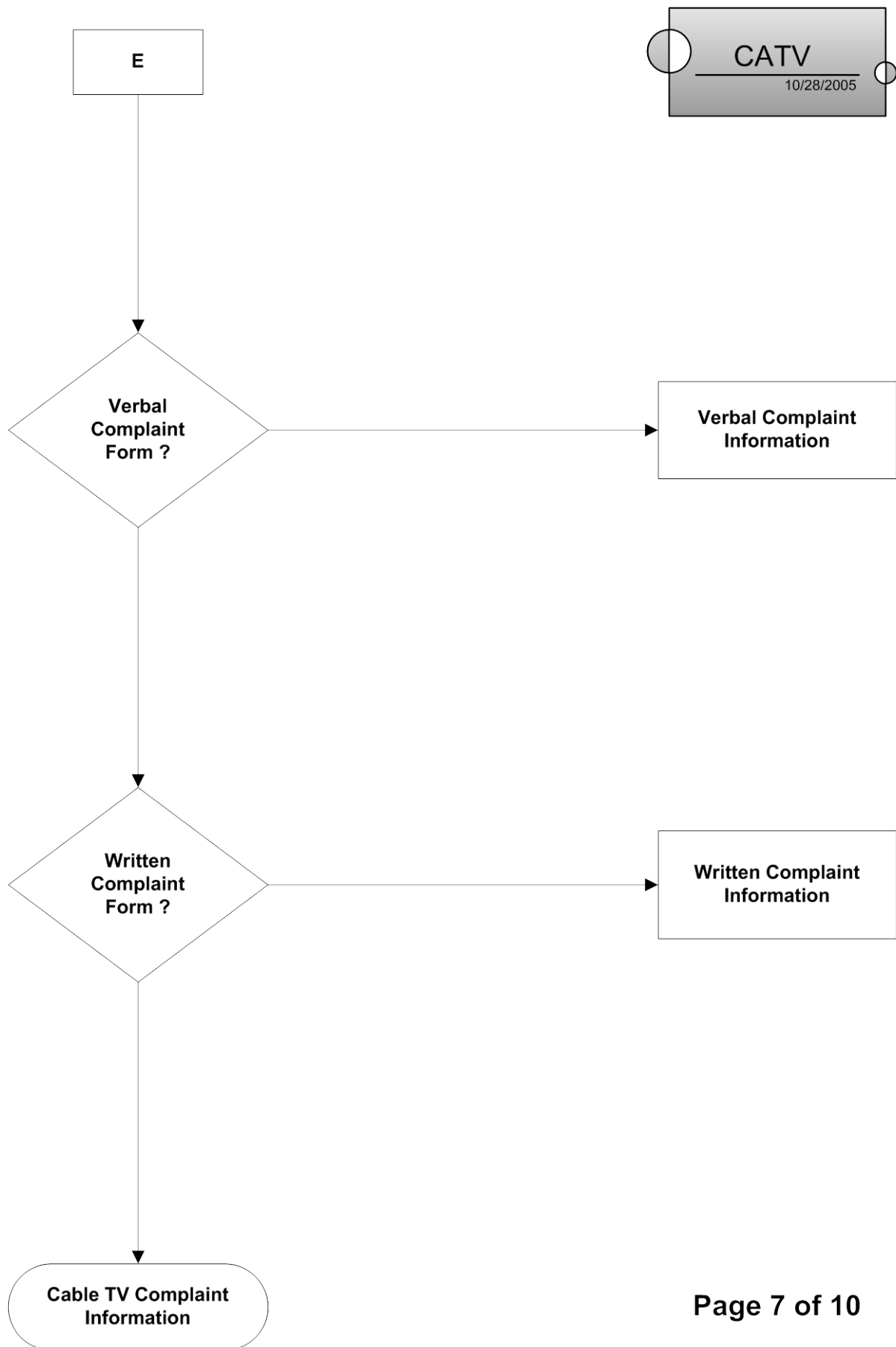


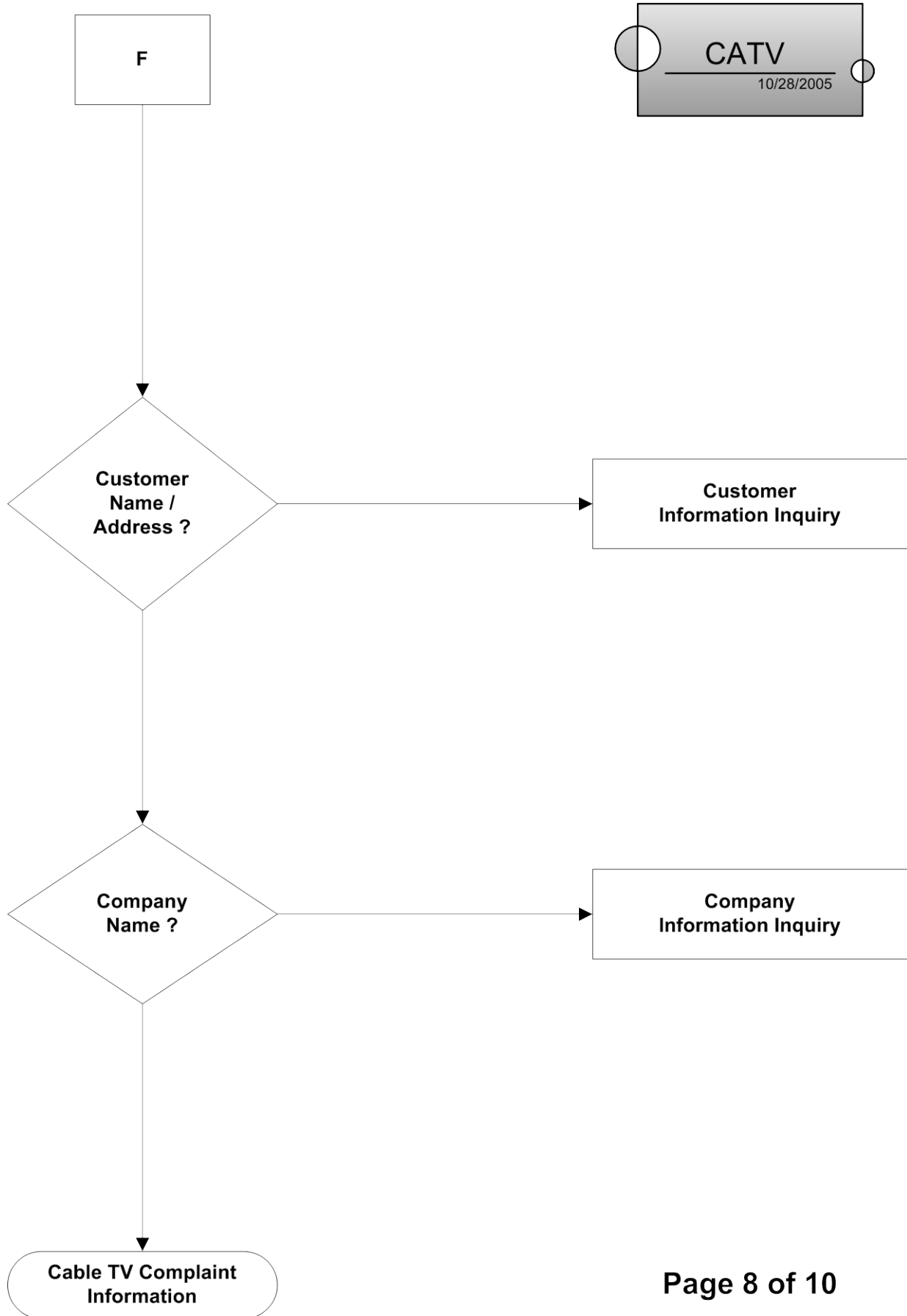


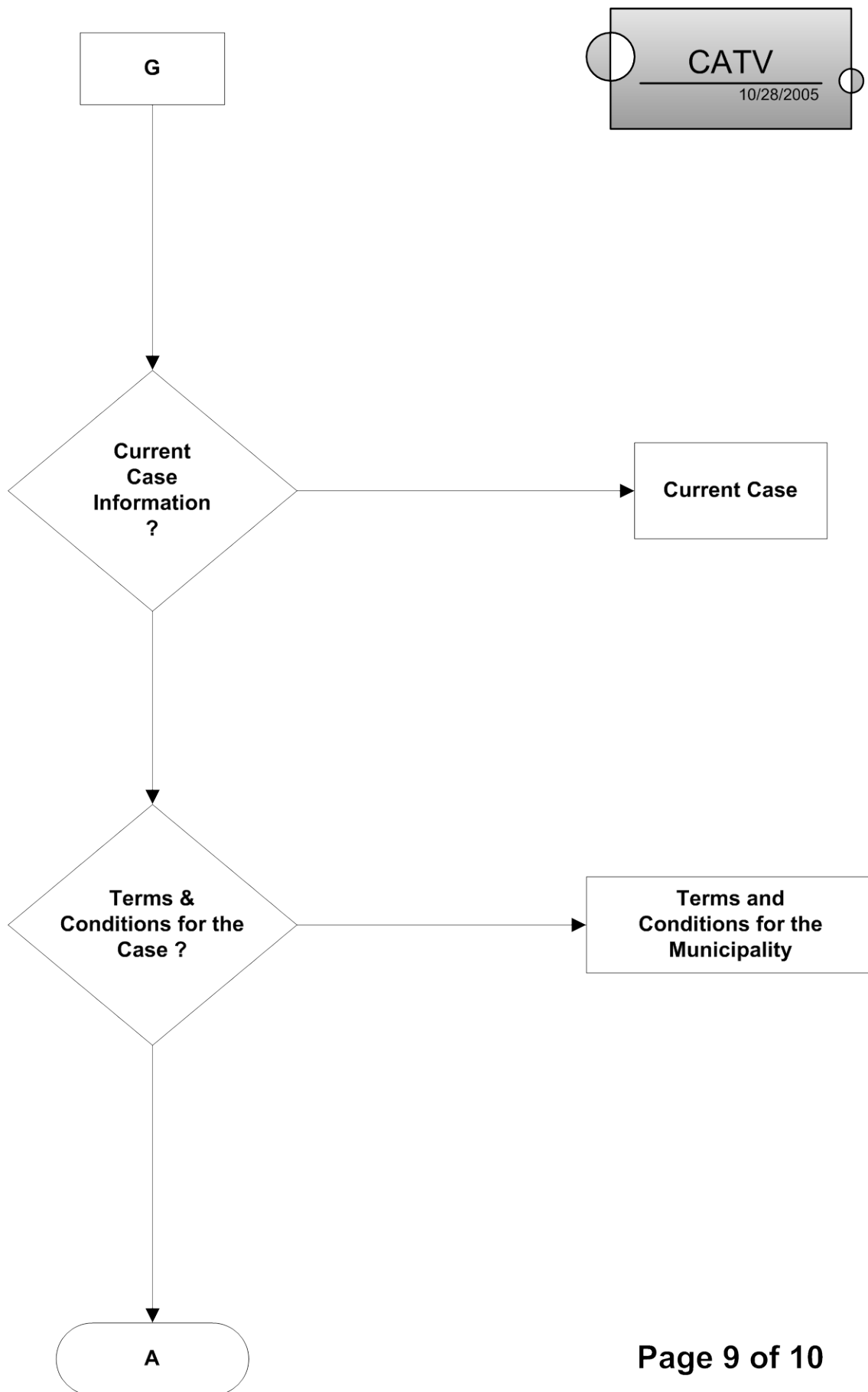


**Cable TV Complaint  
Information**

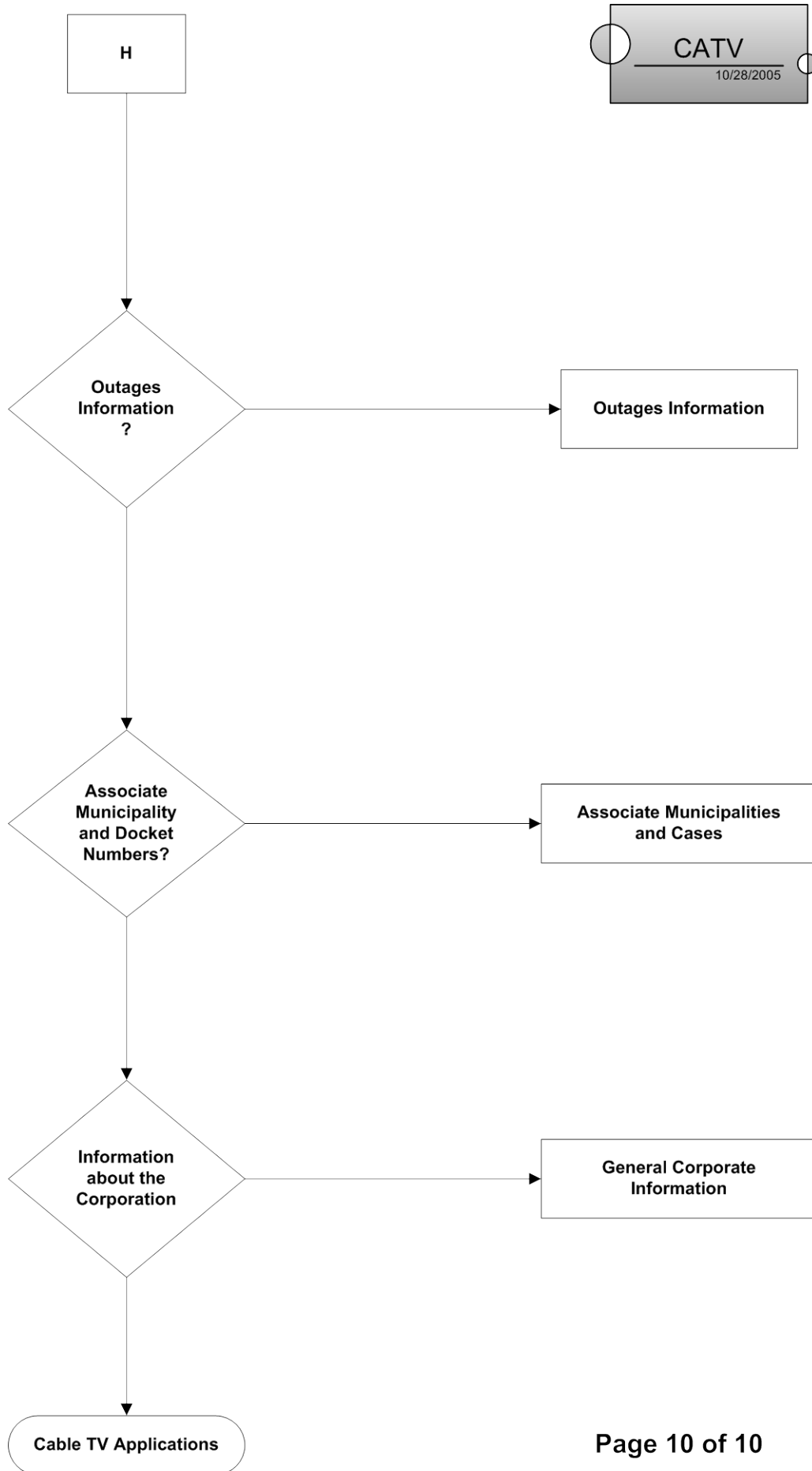






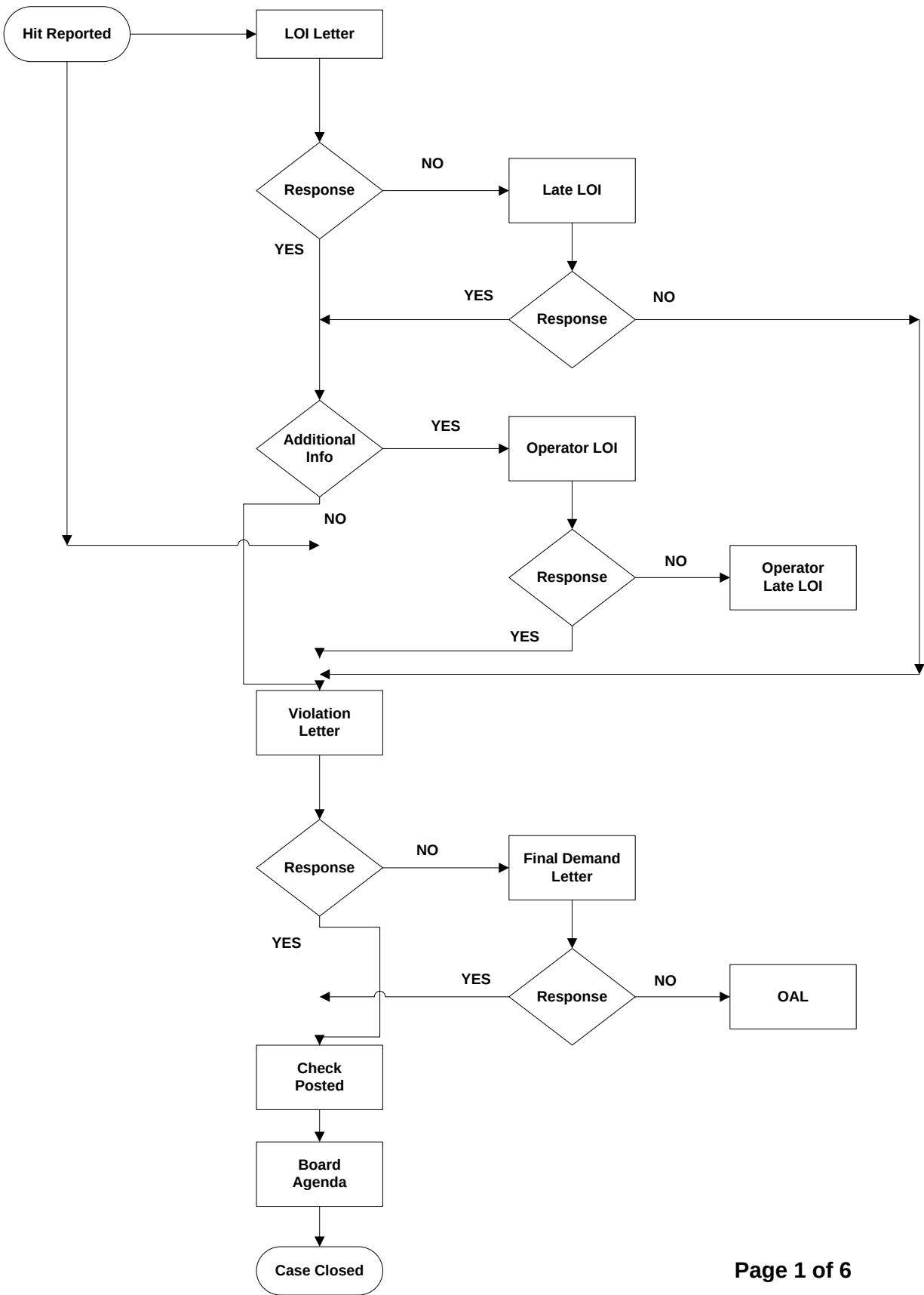




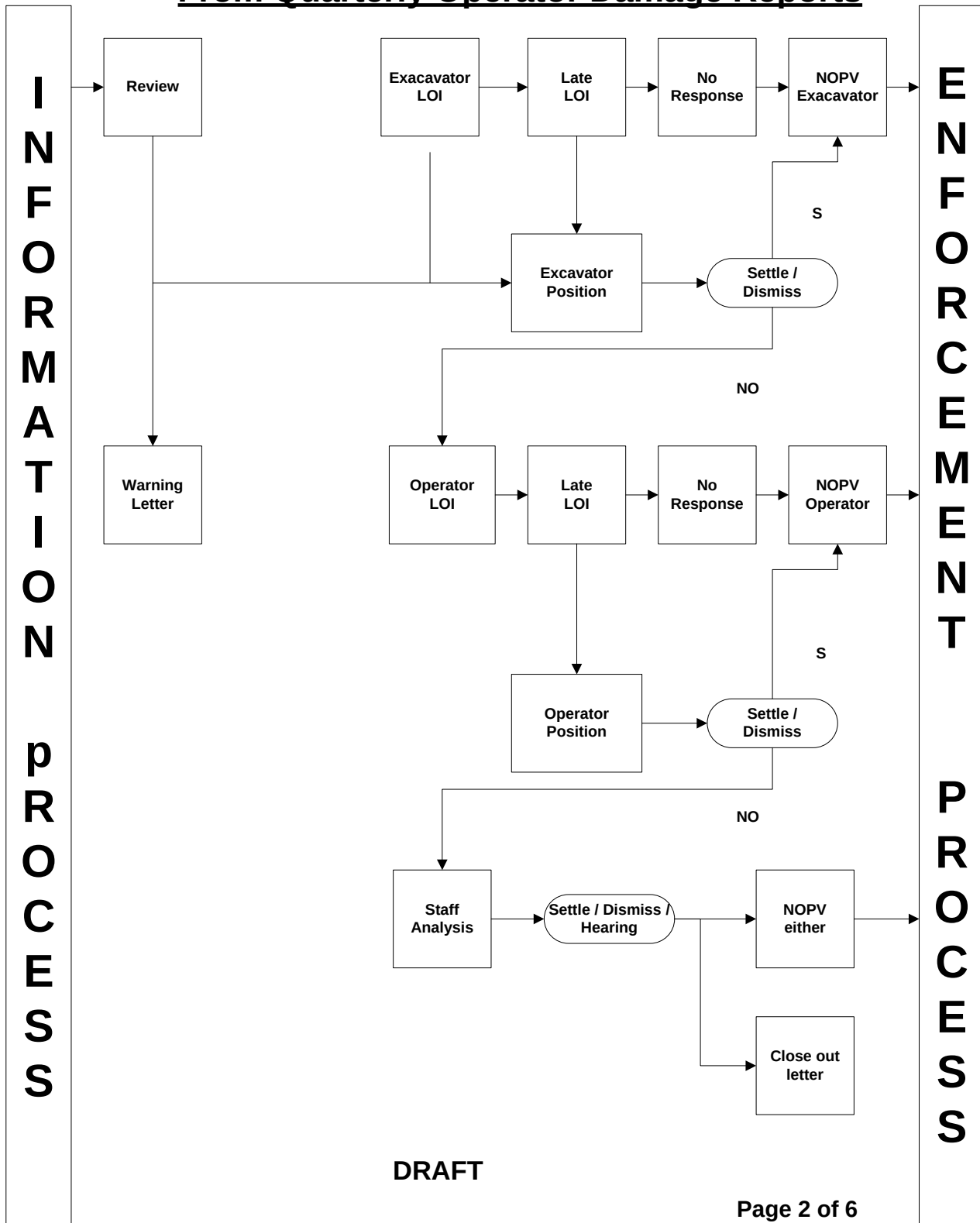




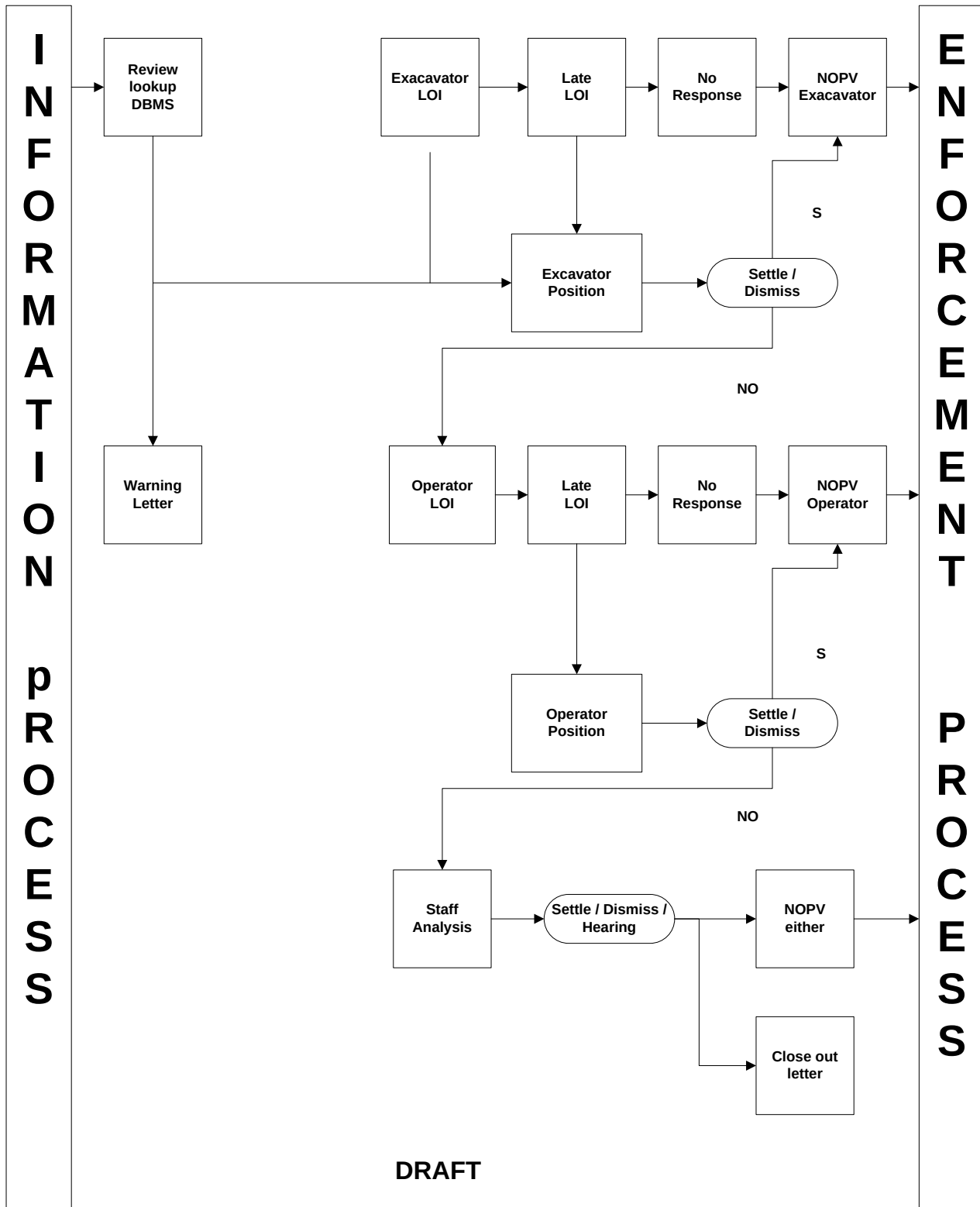
**APPENDIX D – ONE-CALL PROCESS**



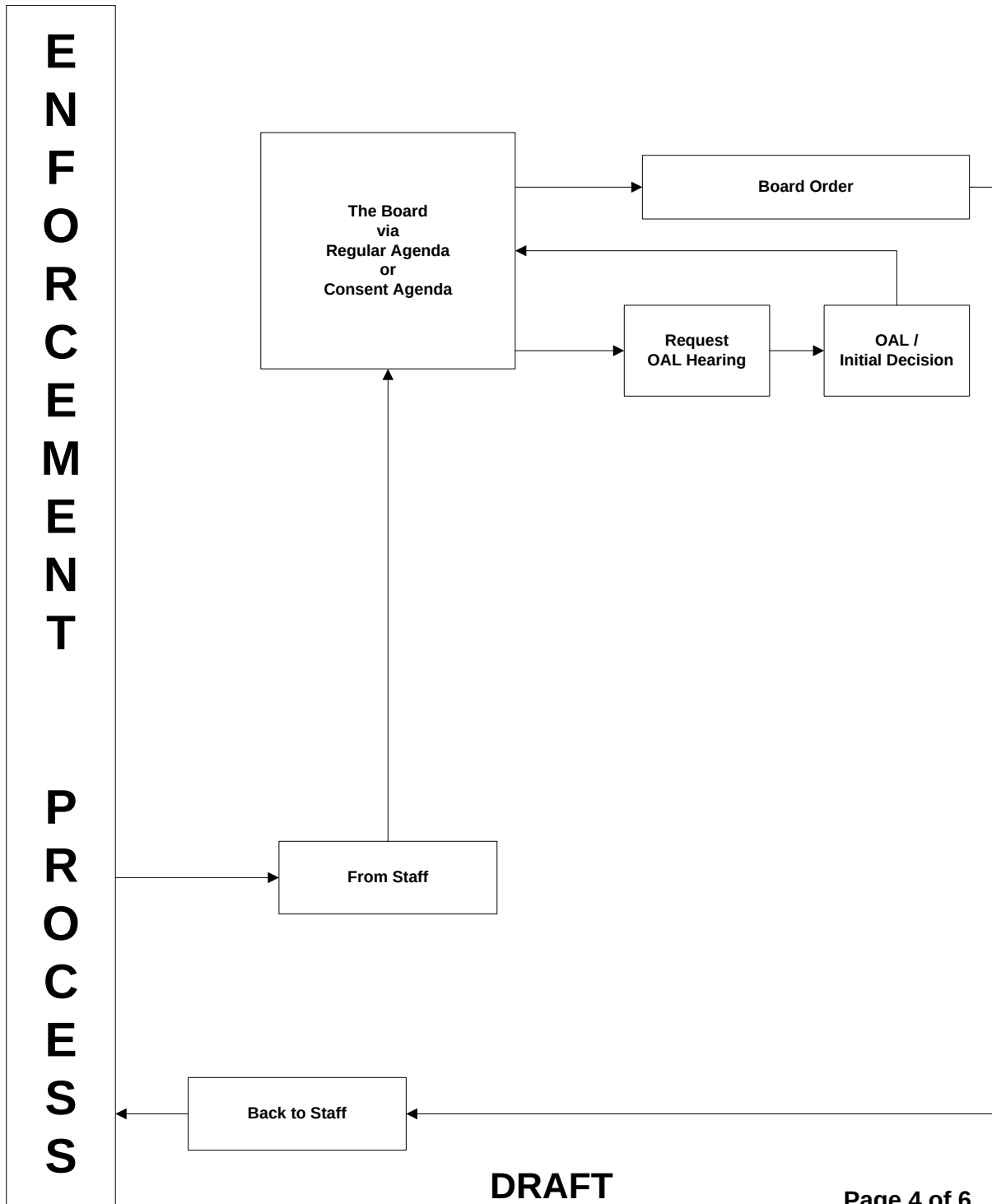
## Existing One Call Investigation Process From Quarterly Operator Damage Reports



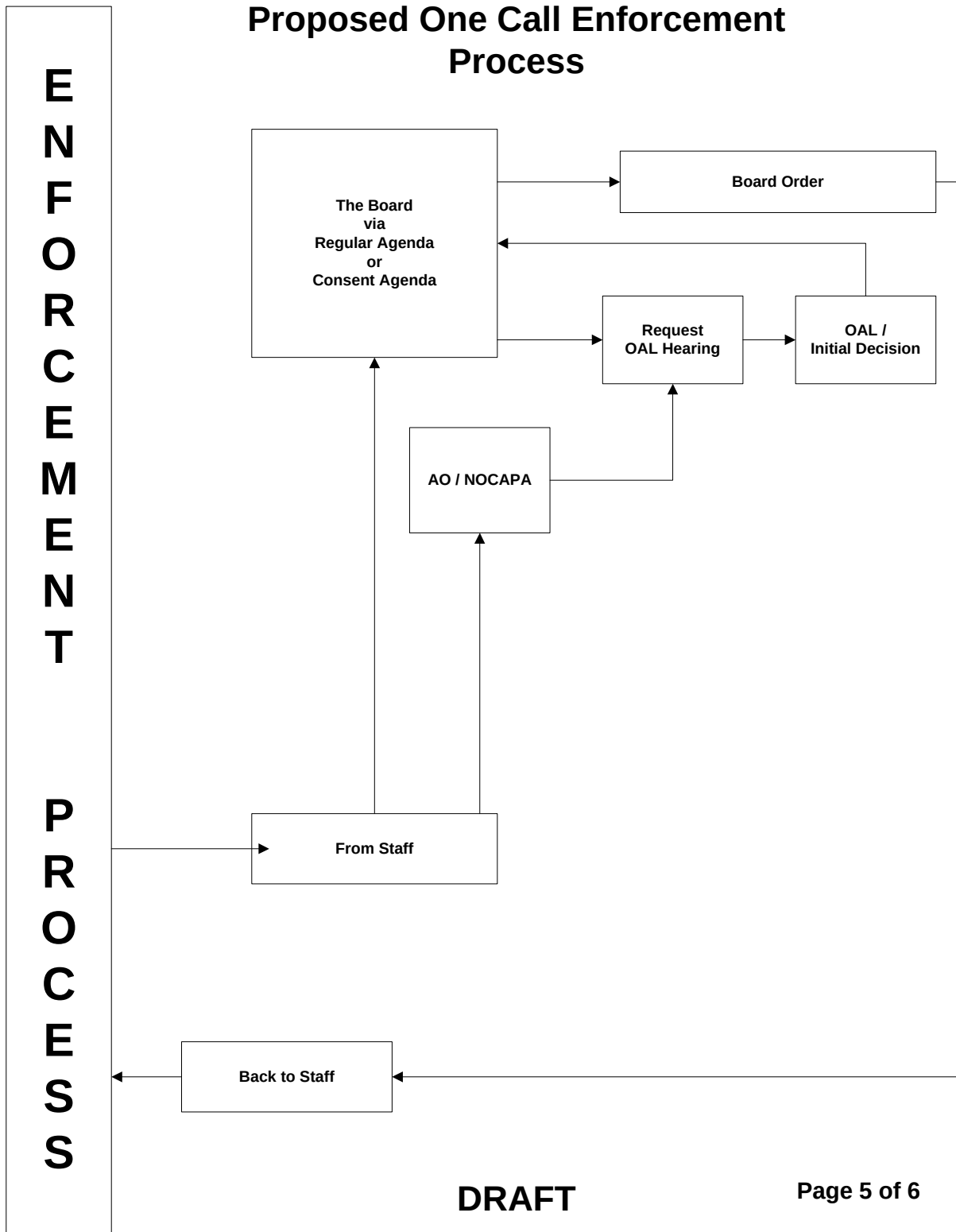
## Proposed One Call Investigation Process (yellow) From Quarterly Operator Damage Reports



# One Call Enforcement Process



## Proposed One Call Enforcement Process

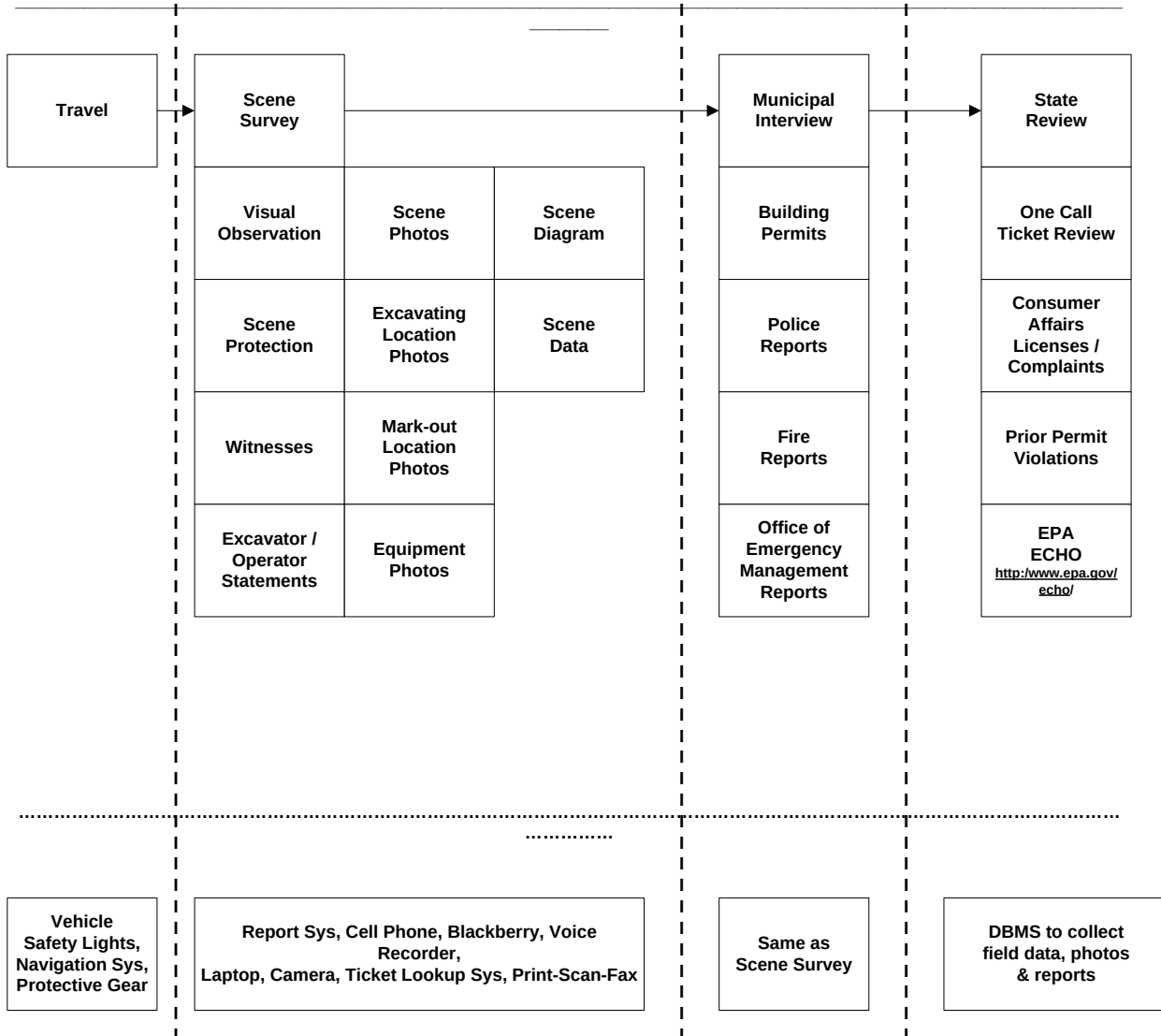


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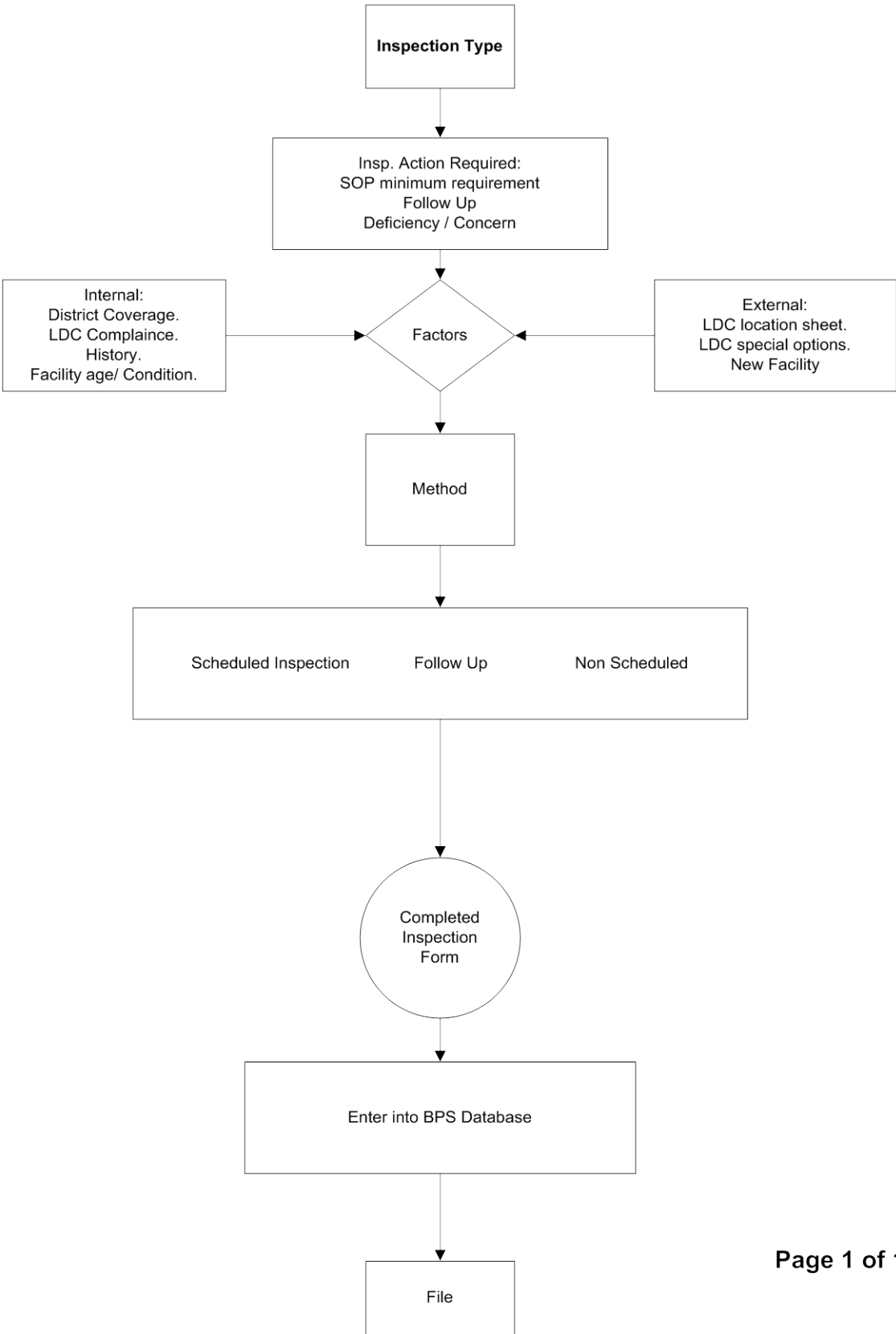
## BUSINESS PROCESS FLOW

### One Call Investigation Process Investigation Data Elements / Resource Matrix



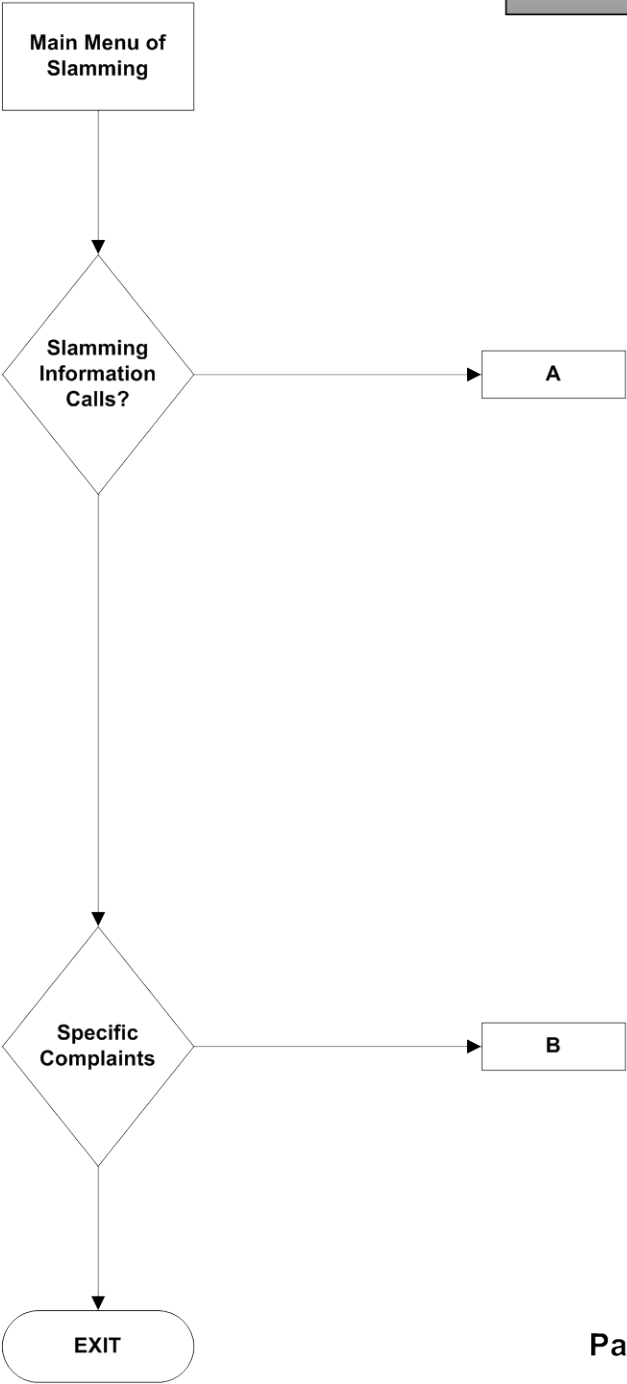
## **APPENDIX E – PIPELINE SAFETY**

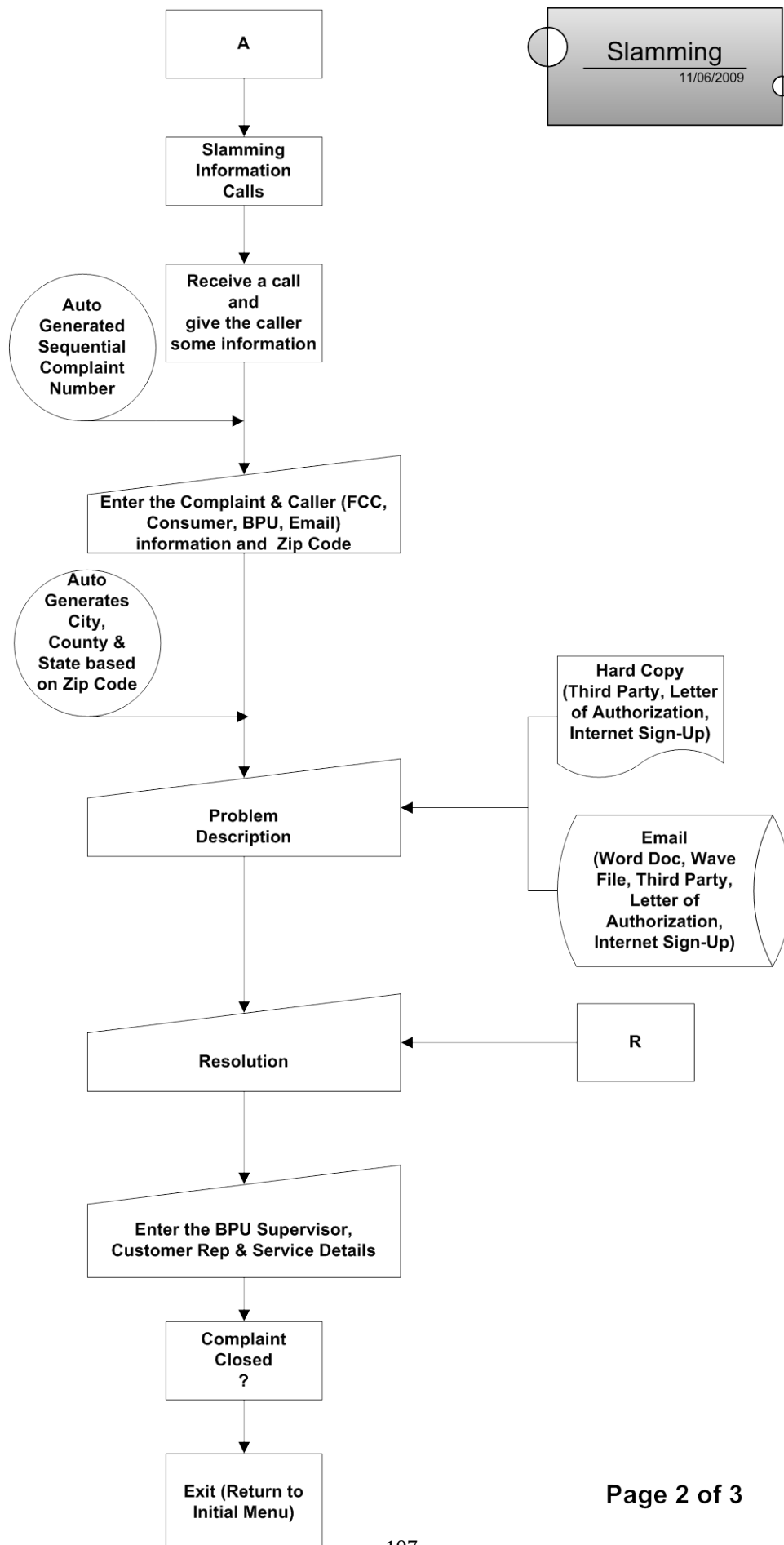
**BUSINESS PROCESS FLOW**

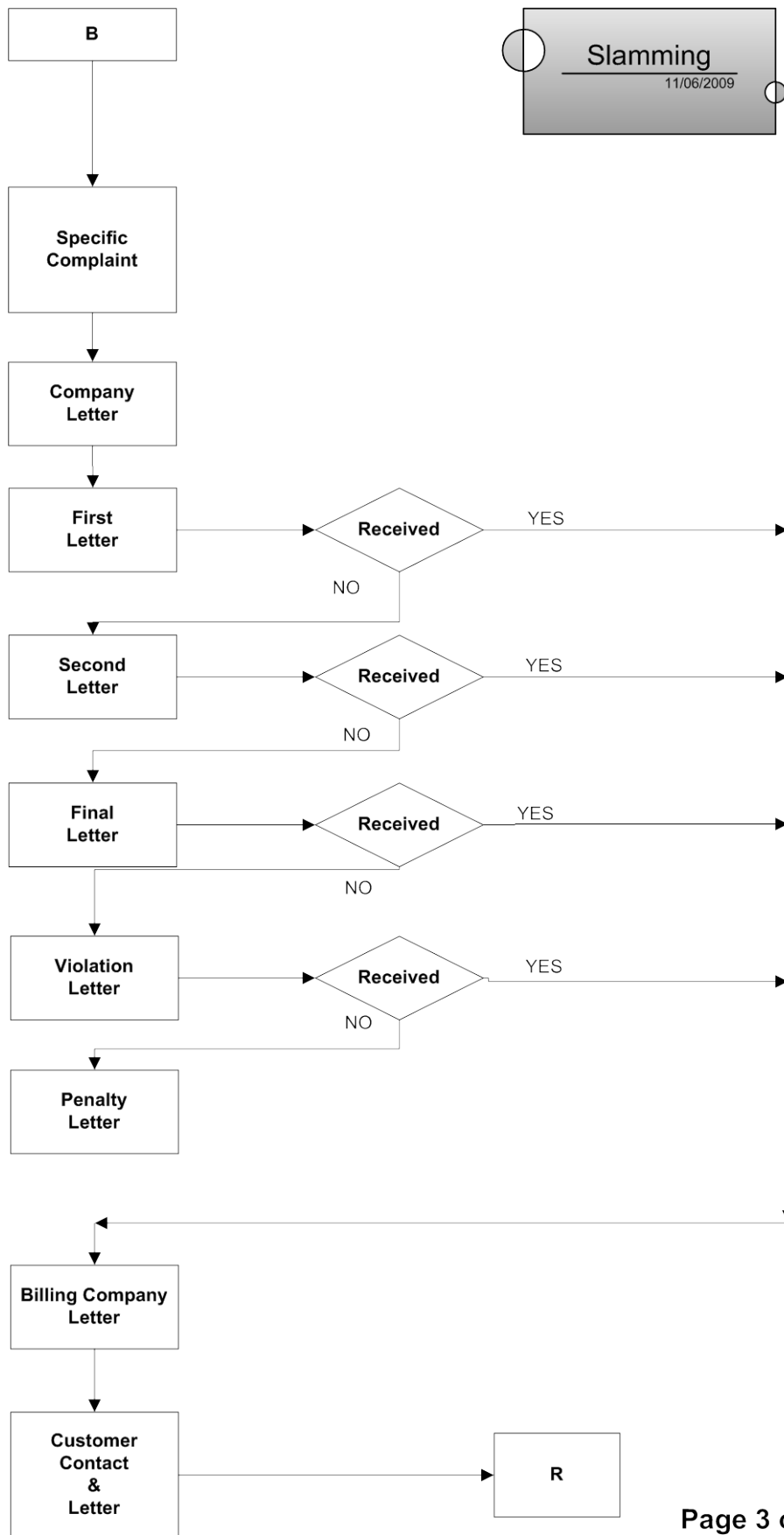




**BUSINESS PROCESS FLOW**

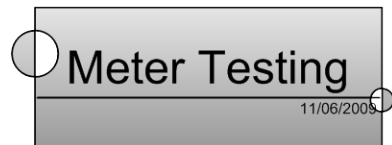






## **APPENDIX G – METER TESTING**

## BUSINESS PROCESS FLOW



There is no existing  
system for Meter Testing

