Bid Solicitation/Request for Proposal

Bid # 17DPP00062

For: T3029-Science Assessment Program

Event	Date	Time
Vendor's {Bidder's} Electronic Question Due Date (Refer to Bid Solicitation {RFP} Section 1.3.1 for more information.)	03/17/17	2:00 PM
Mandatory/Optional Pre-Quote {Proposal} Submission Conference (Refer to Bid Solicitation {RFP} Section 1.3.6 for more information.)	Not Applicable at this time	
Mandatory/Optional Site Visit (Refer to Bid Solicitation {RFP} Section 1.3.5 for more information.)	Not applicable at this time	
Quote {Proposal} Submission Date (Refer to Bid Solicitation {RFP} Section 1.3.2 for more information.)	~~06/20/17~~ 07/18/17	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation {RFP} refer to Eastern Time. All changes will be reflected in Bid Amendments {Addenda} to the Bid Solicitation {RFP} posted on the Division of Purchase and Property website and on www.njstart.gov.

	Status	Category
Small Business Set-Aside	☐ Not Applicable ☐ Entire Blanket P.O. {Contract} ☐ Partial Blanket P.O. {Contract} ☒ Subcontracting Only	☒ **I** ☐ **IV** ☒ **II** ☐ **V** ☒ **III** ☐ **VI**

Bid Solicitation {RFP} Issued By

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

Using Agency/Agencies

State of New Jersey
Department of Education
PO Box 0500
Trenton, New Jersey 08625-0500

Date: Revised as of June 23, 2017

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Bid Solicitation {RFP} Specific Appendices/Attachments/Documents:

Appendix A – Current Test Administration Product, Material Samples: New Jersey Biology Competency Test (NJBCT);
Appendix B – Current Test Administration Product and Material Samples: New Jersey Assessment of Skills and Knowledge (NJ ASK);
Appendix C – Sample Item and Points Breakdown;
Appendix D – Sample Modules;

Price Schedule/Sheet (Revised as of June 23, 2017);
Offer & Acceptance Page;
Subcontractor Utilization Form; and
Proposal Checklist.

1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation {Request for Proposal (RFP)} is part of the ***NJSTART*** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page}*** and read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page (http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml), in preparing and submitting its Quote {Proposal}.

Terminology is listed by new ***NJSTART*** term; {existing term} appears in braces.

1.1 PURPOSE AND INTENT

This Bid Solicitation {RFP} is issued by the Procurement Bureau, Division of Purchase and Property (Division), Department of the Treasury on behalf of the New Jersey Department of Education (NJDOE). The purpose of this Bid Solicitation {RFP} is to solicit Quotes {Proposals} for a Vendor {Contractor} to implement New Jersey's Science Assessment Program (SAP) in three (3) content areas (Biology, Chemistry, and Physics) of high school Science end-of-course assessments (EOCA) and for Science assessments in elementary school (Grade 4) and middle school (Grade 8). This assessment will complement the English Language Arts and Mathematics Assessments (developed utilizing the Common Core State Standards (CCSS)) as part of the Partnership for Assessment of Readiness for College and Careers (PARCC) assessments. The seven (7) year Master Blanket Purchase Order (Blanket P.O.) {Contract} resulting from this Bid Solicitation {RFP} will run through the 2022-2023 academic year.

The intent of this Bid Solicitation {RFP} is to award a Master Blanket Purchase Order (Blanket P.O.) {Contract} to that responsible Vendor {Bidder} whose Quote {Proposal}, conforming to this Bid Solicitation {RFP} is most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. {Contract} during the Blanket P.O. {Contract} term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

The State of NJ Standard Terms and Conditions (SSTC) (reference Section 9.0 of this Bid Solicitation {RFP}) will apply to all Blanket P.O.s {Contracts} made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this Bid Solicitation {RFP} and should be read in conjunction with them unless the Bid Solicitation {RFP} specifically indicates otherwise.

1.2 BACKGROUND

Providing all New Jersey students with an education that will lead to meaningful higher education and career opportunities is one (1) of the primary goals of NJ's educational system, and establishing rigorous standards is crucial to the faithful attainment of that goal. It is essential that these standards are suitable not only for school-based decision making but also for providing valid and reliable information to higher education institutions regarding the ability of a student to engage in college level coursework and to employers in making informed hiring and training decisions.

In May 1996, the NJ State Board of Education (NJBOE) adopted NJ Core Curriculum Content Standards (NJCCCS) that define New Jersey's expectations for student learning. These standards define expected achievement in seven (7) core content areas: Visual and Performing Arts, Comprehensive Health and Physical Education, Language Arts, Literacy, Mathematics, Science, Social Studies, and World Languages.

The current approach to aligning school completion with college and career readiness is based in part on an assessment system and related graduation requirement that focuses on Language Arts Literacy and Mathematics at the eleventh grade level.

The current approach to aligning school completion with college and career readiness remains very challenging for schools, colleges, and employers. There is a disconnect in policy and performance that leads to inefficiency, poor information, underperformance for investment, and unfulfilled promises for outcomes for school completion, college, and workforce entry. This is extremely costly in terms of loss of human capital and high expense of remediation, both of which further burden schools, colleges, employers, and families, and contribute to a loss of public trust in the value of the investment in education.

To address this persistent problem, the NJDOE impaneled a College and Career Readiness Task Force (Task Force), a group of Preschool through Grade 12 (P-12) and higher education practitioners and business community representatives, who are charged with two (2) primary responsibilities: clearly articulating the knowledge and skills that students should master to be college and career ready and ensuring that New Jersey has the appropriate graduation requirements and high school assessments in place to evaluate the mastery of these readiness standards.

One (1) of the goals of the Task Force is to ensure that high school students are fully prepared for college and careers, thus obviating the need for separate assessment tools in the high schools and colleges since there would be equivalence between the criteria for assessing readiness for graduation and the criteria for determining the need for remediation at a higher education institution or the training needs of a prospective employee.

To meet this goal the Task Force has made the following **two (2) key recommendations:**

a. **RECOMMENDATION 1-** The Task Force recommends that the current system of student assessment of the achievement of the NJCCCS at the high school level, including the use of the High School Proficiency Assessment (HSPA) and the Alternative High School Assessment (AHSA), be replaced with a system of end-of-course assessments that will be developed and correlated with the CCSS at the secondary level. The Task Force also recommends that assessment and measurement devices designed by the PARCC be used to assess and measure student achievement of the CCSS. Further, the Task Force recommends that the NJDOE should develop a process to determine both the number of PARCC end-of-course assessments that students will be required to pass, as well as the "passing" proficiency scores that students will be required to achieve in order to qualify for the state-endorsed high school diploma.

b. **RECOMMENDATION 2-** In addition to end-of-course assessments in the CCSS subject areas, the Task Force recommends that the NJDOE should address how best to develop and administer end-of-course assessments in identified non-common core subject areas in which current NJCCCS exist, and should require that students take and pass certain non-common core subject area end-of-course assessments designated by NJDOE as a condition for graduation.

The Task Force suggested to the NJDOE that one (1) of the first non-CCSS subject areas should be Science. The NJDOE accepted this suggestion, which forms the rationale for part of this Bid Solicitation {RFP}. Thus, the EOCAs to be developed through this Bid Solicitation {RFP} include high school assessments for three (3) areas of Science: Biology, Chemistry, and Physics.

In addition, the new Grades 4 and 8 Science assessments that will be administered as part of this Blanket P.O. {Contract} will be similar in design to PARCC, as are the EOCAs in high school.

Note: It is the intent of the NJDOE to modify the elementary Science assessment administration from Grade 4 to Grade 5 during the Blanket P.O. {Contract} term. Please note that throughout this Bid Solicitation {RFP} the term Grade 4 will be representative of the elementary school test, whether it is administered in Grade 4 or Grade 5. It is also the intention of the NJDOE to modify the high school Science assessment administration from three (3) EOCAs into a single comprehensive assessment, administered in Grade 11. Please note that throughout this Bid Solicitation {RFP} the term "EOCA" will be representative of the high school assessment with the exception being the sections specifically detailing the requirements of a comprehensive assessment.

These new assessments will build a pathway to college and career readiness by the end of high school, mark students' progress toward this goal, and provide teachers with timely information to inform instruction and provide student support. The EOCA results will assist school Districts in identifying necessary curriculum modifications as well as students' mastery of instruction in key areas of Science needed to make them college and career ready.

All New Jersey students in Grades 4 and 8, and those high school students enrolled in a Biology, Chemistry, or Physics course, will be required to participate in the respective assessment. Each assessment measures mastery of skills identified in NJCCCS for that subject area.

It is anticipated that 110,000 students will be administered each EOCA and each Grade 4 and Grade 8 assessment annually (for a total of approximately 550,000 students for the contract term).

Most Districts will test their students using the online test delivery system. However, some Districts may opt for a paper-and-pencil delivery system. While it is not known how many Districts will select this paper-and-pencil option, for planning purposes, the Bidder should assume that paper and pencil materials shall be required for approximately 10,000 students per assessment beginning in academic year 2017-2018.

Although the content of the assessments will differ, the test Blueprint will be identical across the assessments. In accordance with the recommendations in the Task Force Report, the assessments shall be created in Modules. For each EOCA, the NJCCCS are grouped into a number of distinct Modules, each measuring Strands of the NJCCCS. New Jersey wants to extend that design for the Science Grades 4 and 8 assessments.

New Jersey intends that the Science assessments will be computer-based and accessible online, with a paper-and-pencil option, and will mirror the PARCC format of a variety of item types (including Technology-Enhanced Items). The assessments will include both a performance-based component and a machine-scoreable component. New Jersey further intends to administer all assessments on a variety of devices, including school available computing devices, such as desktop machines, laptops, tablets, thin client devices, etc., according to the recommended hardware and operating systems specifications provided by PARCC. The computer-based assessments will be in a linear fixed form (not a Computer Adapted Test) format, similar to the PARCC formats.

This is a reprocurement of the services provided under the **T2390 – Examination & Testing, NJ Assessment of Skills and Knowledge: Grade 3-8** term Blanket P.O. {Contract} and **State Waiver AD-120 – New Jersey Biology Competency Test (NJBCT) for New Jersey Grades 4, 8, and High School Students**, presently due to expire on **06/30/17 and 12/30/16, respectively.** Vendors {Bidders} interested in the current Blanket P.O. {contract} specifications and pricing information may review the current Blanket P.O. {Contract} (Enter T2390) at http://www.state.nj.us/treasury/purchase/pricelists.shtml and are cautioned that this new Bid Solicitation {RFP} addresses current requirements.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the "Q&A" Tab of the Bid Solicitation {RFP} in ***NJSTART***.

a. Questions should be directly tied to the Bid Solicitation {RFP} and asked in consecutive order, from beginning to end, following the organization of the Bid Solicitation {RFP}; and

b. Each question should begin by referencing the Bid Solicitation {RFP} page number and section number to which it relates.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

A Vendor {Bidder} must not contact the Using Agency or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation {RFP}.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation {RFP} is indicated on the Bid Solicitation {RFP} cover sheet and on the "Summary" page of the Bid Solicitation in ***NJSTART***. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment {Addendum}. Any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}. Bid Amendments {Addenda} to this Bid Solicitation {RFP}, if any, will be posted as a File Attachment on the "Summary" page of the Bid Solicitation {RFP} in ***NJSTART*** after the cut-off date. (See Bid Solicitation {RFP} Section 1.4.1 for further information.)

1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the SSTC and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes.

1.3.2 SUBMISSION OF QUOTES {PROPOSALS}

In order to be considered for award, the Quote {Proposal} must be received by the Procurement Bureau of the Division at the appropriate location by the required time. Vendors {Bidders} shall submit a Quote {Proposal} either electronically through ***NJSTART*** or via hard copy.

Hard copy Quote {Proposal} must be submitted to the physical location noted below:

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

Directions to the Division are available on the web at http://www.state.nj.us/treasury/purchase/directions.shtml.

QUOTES {PROPOSALS} NOT RECEIVED PRIOR TO THE QUOTE {PROPOSAL} OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE {PROPOSAL} OPENING ARE INDICATED ON THE BID SOLICITATION {RFP} COVER SHEET AND IN THE "SUMMARY" PAGE OF THE BID SOLICITATION {RFP} IN *NJSTART*.

Note: A Vendor {Bidder} 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 Proposal Receiving Room. A Vendor {Bidder} should make every effort to submit its Quote {Proposal} well ahead of the Quote {Proposal} submission deadline to mitigate unforeseen delays or issues. The Vendor {Bidder} is solely responsible for the timely submission of its Quote {Proposal} in response to this Bid Solicitation {RFP}.

Procedural inquiries concerning this Bid Solicitation {RFP} may be directed to njstart@treas.nj.gov and/or (609) 341-3500.

The State will not respond to substantive questions related to the Bid Solicitation {RFP} or any other Blanket P.O. {Contract} via this e-mail address. For inquires related to substantive questions refer to Section 1.3.1 (Electronic Question and Answer Period).

1.3.3 *NJSTART*

The Division is pleased to announce its new eProcurement solution **"NJSTART ."**

Vendor {Bidder} Support:

Vendors {Bidders} are strongly encouraged to visit the NJSTART Vendor Support Page, which contains Quick Reference Guides (QRGs), supporting videos, a glossary of ***NJSTART*** terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote {Proposal} using the ***NJSTART*** process. It is the Vendor's {Bidder's} responsibility to ensure that the ***NJSTART*** Quote {Proposal} and attachments have been properly submitted.

1.3.4 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes {Proposals} through ***NJSTART*** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote {Proposal}) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. {Contract} Award and That Should Be Submitted with the Quote {Proposal}) of this Bid Solicitation {RFP} electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form to ***NJSTART***.

Vendors {Bidders} submitting Quotes {Proposals} in hard copy format, must provide forms with original, physical signatures, otherwise its Quote {Proposal} may be deemed non-responsive.

1.3.5 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.6 MANDATORY/OPTIONAL PRE-QUOTE {PROPOSAL} CONFERENCE

Not applicable to this procurement.

1.3.7 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW

The following are publicly available documents that a Vendor {Bidder} needs to review in order to prepare and submit accurate and comprehensive Quotes {Proposals}:

a. New Jersey Biology Competency Test can be accessed at: https://www.measinc.com/nj/NJBCT/Default.aspx;

b. New Jersey Department of Education, Office of State Assessments can be accessed at: http://www.state.nj.us/education/assessment/;

c. Sample Test can be accessed at : https://www.measinc.com/nj/Downloads/NJBCT/NJBCT_Student_Preparation_Booklet_2014.pdf;

d. State's data warehouse and SID system can be accessed at: http://www.nj.gov/education/njsmart/sid/;

e. PARCC specifications can be accessed at http://www.parcconline.org/ela-literacy-test-documents;

f. PARCC's definition of fairness can be accessed at http://www.parcconline.org/about/leadership/14-accessibility-accommodations-and-fairness-owg;

g. The Accessible Portable Item Protocol (APIP) Standard conformance documentation can be accessed at http://www.imsglobal.org/apip;

h. New Jersey Statewide Longitudinal Data System – NJ Smart SEMI MAC contract information can be accessed at: http://www.state.nj.us/treasury/purchase/noa/contracts/t2302_14-x-23277.shtml;

i. No Child Left Behind Act Peer Review Documents can be accessed at: http://www2.ed.gov/admins/lead/account/peerreview/index.html;

j. New Jersey Core Curriculum Content Standards in Science can be accessed at: http://www.state.nj.us/education/cccs/2009/5.pdf;

k. The Next Generation Science Standards can be accessed at: http://www.nextgenscience.org/search-standards;

l. State Travel Reimbursement Regulations can be accessed at: http://www.state.nj.us/infobank/circular/cir0405b.htm;

m. State Mileage Reimbursement (General Provision #41, Page E-4) can be accessed at: http://www.state.nj.us/treasury/omb/publications/15approp/pdf/completeapprop.pdf; and

n. Accessibility Accommodation Features can be accessed at: http://www.parcconline.org/parcc-accessibility-features-and-accommodations-manual.

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS {ADDENDA}: REVISIONS TO THIS BID SOLICITATION {RFP}

In the event that it becomes necessary to clarify or revise this Bid Solicitation {RFP}, such clarification or revision will be by Bid Amendment {Addendum}. Any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}.

There are no designated dates for release of Bid Amendments {Addenda}. Those Vendors {Bidders} who are on the bidholder list either through commodity code registration in ***NJSTART*** or by acknowledging the bid in ***NJSTART*** should receive notification of any Bid Amendment(s) {Addenda}. If a Vendor {Bidder} is not on the bidholder list to receive notifications related to a Bid Solicitation {RFP}, Bid Amendments {Addenda} are still viewable on the "Summary" page of the Bid Solicitation {RFP} in ***NJSTART***.

BID AMENDMENTS {ADDENDA} WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE "SUMMARY" PAGE OF THE BID SOLICITATION {RFP} IN *NJSTART*. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments {Addenda} related to this procurement. An interested Vendor {Bidder} should check the ***NJSTART*** "Open Bids" Tab on a daily basis to ensure review of the most updated information.

1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote {Proposal} in response to this Bid Solicitation {RFP}. No special consideration will be given after Quotes {Proposals} are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this Bid Solicitation {RFP}.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote {Proposal} in response to this Bid Solicitation {RFP}.

1.4.4 CONTENTS OF QUOTE {PROPOSAL}

Quotes {Proposals} can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 *et seq*., or the common law right to know.

After the opening of sealed Quotes {Proposals}, including Quotes {Proposals} submitted through the ***NJSTART*** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation {RFP} is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempted from public disclosure by OPRA and/or the common law. When the Bid Solicitation {RFP} contains a negotiation component, the Quote {Proposal} will not be subject to public disclosure until an intent to award a Blanket P.O. {Contract} is announced.

As part of its Quote {Proposal}, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote {Proposal} of any such designation should be clearly stated in a cover letter. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote {Proposal} will be redacted by the State. **The State will not honor any attempt by a Vendor {Bidder} to designate its entire Quote {Proposal} and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote {Proposal}.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {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 Program participants and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 ANNOUNCEMENT OF QUOTE {PROPOSAL} INFORMATION

On the date and time Quotes {Proposals} are due under the Bid Solicitation {RFP}, all information concerning the Quotes {Proposals} submitted may be publicly announced and shall be available for inspection and copying except as noted below:

a. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
b. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes {Proposals} will be announced, and the contents of the Quotes {Proposals} shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY QUOTES {PROPOSALS}

Hard copy Quote {Proposal} prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a Blanket P.O. {Contract} award from being made to the Vendor {Bidder}.

1.4.7 PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Proposal errors," a Vendor {Bidder} may withdraw its Quote {Proposal} as described below.

1.4.7.1 QUOTE {PROPOSAL} WITHDRAWAL PRIOR TO QUOTE {PROPOSAL} OPENING

NJSTART: A Vendor {Bidder} may withdraw its Quote {Proposal} submission in ***NJSTART*** prior to the Quote {Proposal} opening; however, Vendors {Bidders} should note that while withdrawn ***NJSTART*** Quotes {Proposals} remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. {Contract} award. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

Hard Copy: A Vendor {Bidder} may request that its hard copy Quote {Proposal} be withdrawn prior to the Quote {Proposal} opening. Such request must be made, in writing, to the Supervisor of the Proposal Review Unit at the address provided in Section 1.4.7.2 below. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission and at the place specified.

1.4.7.2 QUOTE {PROPOSAL} WITHDRAWAL AFTER QUOTE {PROPOSAL} OPENING, BUT PRIOR TO BLANKET P.O. {CONTRACT} AWARD

NJSTART **and Hard Copy**: If, after the Quote {Proposal} opening, but before Blanket P.O. {Contract} award, a Vendor {Bidder} discovers an error in its Quote {Proposal}, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote {Proposal} from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote {Proposal} beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. {Contract} resulting from the Quote {Proposal} would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O. {Contract}; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote {Proposal} opening, while pursuant to the provisions of this section a

Vendor {Bidder} may request to withdraw its Quote {Proposal} and the Director may in her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes {Proposals}.

All Quote {Proposal} withdrawal requests must include the Bid Solicitation {RFP} identification number and the final Quote {Proposal} submission date and be sent to the following address:

Department of the Treasury
Division of Purchase and Property
PO Box 039
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0039
Attention: Supervisor, Proposal Review Unit

If during a Quote {Proposal} evaluation process, an obvious pricing error made by a potential Blanket P.O. {Contract} awardee is found, the Director or her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote {Proposal} shall be considered withdrawn, and no further consideration shall be given to 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 Vendor's {Bidder's} intention is not readily discernible from other parts of the Quote {Proposal}, the Director may seek clarification from the Vendor {Bidder} to ascertain the true intent of the Quote {Proposal}. If the Vendor {Bidder} inadvertently completes the "Discount" field and the "Unit Cost" field, the Discounted Unit Cost will prevail.

1.4.8 JOINT VENTURE

If a joint venture is submitting a Quote {Proposal}, the agreement between the parties relating to such joint venture should be submitted with the joint venture's Quote {Proposal}. Authorized signatories from each party comprising the joint venture must sign the Offer and Acceptance Page {Signatory Page}. Each party to the joint venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation {RFP}.

1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote {Proposal} response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote {Proposal} or submit it to the Director within five (5) business days after the deadline for Quote {Proposal} submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days

of the public Quote {Proposal} submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.10 QUOTE {PROPOSAL} ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote {Proposal} and N.J.A.C. 17:12-2.2 which defines causes for Quote {Proposal} rejection, apply to all Quotes {Proposals}. In addition, pursuant to N.J.S.A. 52:34-12, the Director retains the right to reject all Quotes {Proposals} if it is in the public interest.

2.0 DEFINITIONS

2.1 CROSSWALK

NJSTART Term	Equivalent Existing New Jersey Term
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.2 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. {Contract} awarded or order placed as result of this Bid Solicitation {RFP}.

Definitions are listed by new *NJSTART* terminology; {existing terminology} appears in braces.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, 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.

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Division after Quote {Proposal} opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation {RFP or Solicitation} – This series of documents, which establish the bidding and Blanket P.O. {Contract} requirements and solicits Quotes {Proposals} to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation {RFP}, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments {Addenda}.

Bid Amendment {Addendum} – Written clarification or revision to this Bid Solicitation {RFP} issued by the Division of Purchase and Property. Bid Amendments {Addenda}, if any, will be issued prior to Quote {Proposal} opening.

Business Day - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order {Contract Amendment} – An alteration or modification of the terms of a Blanket P.O. {Contract} between the State and the Vendor(s) {Contractor(s)}. A Change Order {Contract Amendment} is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s {Contracts} issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 *et seq*.

Days After Receipt of Order (ARO) - means the number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Discount - Means the standard discount applied by the Vendor {Bidder} to all items.

Discounted Unit Cost – Means "Unit Cost" field multiplied by (100 percent minus the "Discount" field percentage).

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotes {Proposals} submitted in response to this Bid Solicitation {RFP} and recommend a Blanket P.O. {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.

Freight - Means Freight on Board (FOB) Destination.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Master Blanket Purchase Order ("Blanket P.O.") {Contract} – The Blanket P.O. {Contract} consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation {RFP}, the responsive Quote {Proposal} submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment {Addenda} or other supporting documents, or post-award documents including Change Orders {Contract Amendments} agreed to by the State and the Vendor {Contractor}, in writing.

May – Denotes that which is permissible or recommended, not mandatory.

No Bid – The Vendor {Bidder} is not submitting a price Quote {Proposal} for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Ownership Disclosure Form – Refers to the Statement of Bidder/Vendor Ownership as utilized in NJSTART.

Primary Form – An electronic form contained within a Vendor's {Bidder's} ***NJSTART*** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

Procurement Bureau - The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations {RFPs}, for the tabulation of Quotes {Proposals} and for recommending award(s) of Blanket P.O.(s) {Contract(s)} to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation {RFP}.

Quick Reference Guides (QRGs) – a concise bundling of condensed notes about a specific topic.

Quote {Proposal} – Vendor's {Bidder's} timely response to the Bid Solicitation {RFP} including, but not limited to, technical Quote {Proposal}, price Quote {Proposal}, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation {RFP}.

Retainage - The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

Revision – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote {Proposal}.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Quote {Proposal} as non-responsive.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order {Contract Amendment}.

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

Subcontractor – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O. {Contract}, while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O. {Contract}, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

Task – A discrete unit of work to be performed.

Thin Client Device - A lightweight computer that is purpose-built for remoting into a server (typically cloud or desktop virtualization environments).

Unit Cost – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. {Contract} procured by the Division. In addition, with the approval of the

Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. {Contract} may be used by any Using Agency or quasi-governmental agency.

Vendor {Bidder} – An entity offering a Quote {Proposal} in response to the Division's Bid Solicitation {RFP}.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.

2.3 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS

24x7x365 Service – A Service that is provided 24 hours a day, seven (7) days a week, 365 days of the year.

Accessible Portable Item Protocol (APIP) Standard – A freely available specification for standardizing the exchange file format of digital test items for enabling accessible assessments. APIP allows accessibility information to be included in a digital test item definition so that items can be transferred between APIP compliant item banks.

Academic Year – The 12-month period beginning on July 1st and ending on June 30th.

Anchor/Equating Items – Items that have appeared on previous years test forms that are selected for the current form for the purpose of eliminating incongruence between forms and or test administrations.

Authentication, Authorization, and Accounting (AAA) - A term for a framework for intelligently controlling access to computer resources, enforcing policies, auditing usage, and providing the information necessary to bill for services.

Blue-Line Version – A photographic proof of a document from negatives where all colors are shown in blue.

Blueprint – A document that specifies the layout and design of an assessment, including the number of questions and breakdown of questions per topic.

Camera-Ready Version – A term used in the printing industry to state that a document is ready to go to press, or be printed.

Chief School Administrator (CSA) – An individual who is in charge of the school District, directly under the local Board of Education. This may also be a charter school lead person.

Computer Adaptive Test (CAT) – A method of testing where the computer determines the difficulty level of the next question based on the test taker's performance on previous questions

Computer Based Test and Assessment (CBT) – A method of testing where the items are displayed on a computer or similar electronic device.

Common Core State Standard (CCSS) – Content standards developed under the auspices of the National Governors Association and the Council of Chief State School Officers that provide consistent guidelines for what every student should know and be able to do in mathematics and English language arts from kindergarten through 12th grade.

Comprehensive High School Assessment – An assessment administered in the later years of high school that assesses all branches of science (life science, physical science, and earth and space science) and is not linked to a specific course.

Constructed Response Item (CR) - A type of question that requires the respondent to compose an answer rather than select from a list of choices.

Content Committee – A Committee comprised of educators whose responsibility is to review items for content.

Content Specialists – A NJDOE employee who possess an in-depth knowledge in the specific subject area which is the focus of the assessment.

County-District-School (CDS) – A unique code that identifies every school in NJ.

Cumulative Progress Indicator (CPI) – An indicator that breaks the NJ Core Curriculum Content Standards into smaller grade groupings to better guide expectations and judge progress.

Cut-Score Study -– A study completed by the Standard Setting Committee to determine the score point between classifications such as between "Basic" and "Proficient" or "Proficient" and "Advanced Proficient".

DataMotion – A file transmission platform that allows for the secure transmission of data files.

Disaster Recovery Plan – A plan and/or procedure in place to ensure all data is routinely backed up so in the event of a hardware/software failure the data obtained is recoverable.

District Factor Group (DFG) – A code indicating the socioeconomic status of school Districts.

District Test Coordinator (DTC) – A person appointed by the Chief School Administrator to assist in the proper administration of the assessment.

Educator Work Group (EWG) – A Group of education professionals comprising the Content Committee, the Sensitivity Review Committee, and the Standard Setting Committee.

Elementary and Secondary Education Act (ESEA) – An act offering new grants to Districts servicing low-income students for text and library books, the creation of special education centers, and scholarships for low-income college students. Additionally, the law provided federal grants to state educational agencies to improve the quality of elementary and secondary education. In 2002 this Act was reauthorized with the No Child Left Behind Act of 2001 (NCLB).

End-of-Course Assessment (EOCA) – An academic assessment conducted after the completion of course (e.g. Biology, Chemistry, and Physics courses).

Enterprise Data Warehouse – A system used for reporting and data analysis, and is considered a core component of business intelligence.

Examiner – An employee of the District, who possesses either a provisional or standard teaching certification, who is primarily responsible for administering one (1) of the assessments in the SAP to a group of students.

Expert Reader – An individual identified by the SCM as an expert in scoring CR Items as part of PBA component of the SAP.

Federal Information Security Management Act (FISMA) - United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats.

Field Test – Preliminary administration of assessment items without the item counting towards the student's score. The results are used specifically to determine if the item is appropriate for students at that specific grade level and ability.

Field Test Items – Items that are under evaluation for use on the operational assessments of subsequent years. The field test data is used to develop a baseline to determine if the item would be a good fit for the assessment.

Garden State Network (GSN) – A multi-agency, multi-protocol network that supports State agencies through dedicated and switched services in support of centralized and distributed data processing applications resident in mainframe, mini-computer, local area network (LAN), and personal computer environments.

Grade 4 Science Assessment (Science Assessment) – The science assessment for the elementary school level whether administration takes place in Grade 4 or Grade 5 as determined by the New Jersey Department of Education and New Jersey Board of Education.

Header Sheet – A pre-slugged (i.e., already filled), scannable document placed on top of used answer folders, grouped by a particular assessment.

Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule – Establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.

High School Proficiency Assessment (HSPA) – An assessment used to determine student academic achievement in reading, writing, and mathematics as specified in the New Jersey Core Curriculum Content Standards.

Hot Spare - A backup component that can be placed into service immediately when a primary component fails, also known as a Hot Standby.

Information Technology (IT) - The study or use of systems (especially computers and telecommunications) for storing, retrieving, and sending information.

Instructional Workgroup (ISWG) – Specific terminology dealing with the NJSMART program.

Internet Protocol Security (IPsec) - A protocol suite for secure Internet Protocol (IP) communications that works by authenticating and encrypting each IP packet of a communication session.

Inter-rater Reliability Report – A report produced daily by the Vendor {Contractor} at the scoring site for the purpose of quality control on the CR Item scoring. The report will show how often a Reader was not in alignment with the second Reader.

Item Response Theory (IRT) - Item Response Theory is the study of test and item scores based on assumptions concerning the mathematical relationship between abilities (or other hypothesized traits) and item responses.

Lead Item Writer – An employee of the Vendor {Contractor} that is tasked with overseeing the item development for a specific assessment in the SAP.

Limited English Proficient (LEP) – Students from preschool through Grade 12 whose native language is other than English and who have sufficient difficulty speaking, reading, writing, or understanding the English language as measured by an English language proficiency test.

Linear Fixed – An assessment that contains a fixed set of questions appearing in specific order.

Local Area Network (LAN) - A computer network that links devices within a building or group of adjacent buildings.

Local Education Agency (LEA) – A collection of schools under the direction of a local Board of Education. This is another term used to represent a School District (District).

Machine-Scoreable Assessment (MSA) – A component of the SAP that contains items that can be scored by computer.

Mantel-Haenszel Approach - A method (often used particularly in meta-analysis) to pool the results from several 2 x 2 contingency tables. It is also useful for the analysis of two dichotomous variables while adjusting for a third variable to determine whether there is a relationship between the two variables controlling for levels of the third variable.

Measurement Specialist – A NJDOE employee whose responsibility includes reviewing the data from the assessment to ensure it is error free.

Memorandum Of Understanding (MOU) - A formal agreement between two (2) or more parties.

Module – A subcategory of a course that will be measured and equated to produce a scale score for students. For example, Genetics is a module of Biology (Reference Appendix D – Sample Modules).

Multiprotocol Label Switching (MPLS) - A type of data-carrying technique for high-performance telecommunications networks that directs data from one (1) network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.

New Jersey's Core Curriculum Content Standards (NJCCCS) – Statewide teaching and learning content standards for what every student should know and be able to do in a variety of subjects from preschool through 12th grade, including Science, Biology, Chemistry and Physics, the focus of this RFP.

New Jersey Department of Education (NJDOE) – The state authorized governing agency for education in the state of New Jersey.

New Jersey Office of Information Technology (NJOIT) – An office within the State of New Jersey's executive branch charged with managing enterprise infrastructure, developing statewide applications, and establishing policies and standards governing State agencies' use of technology.

New Jersey State Board of Education (NJBOE) – Group of Governor-appointed individuals who are responsible for adopting the administrative code among other things. They enact such rules to supervise and govern the state's roughly 2,500 public schools serving 1.38 million students. In addition, the NJBOE advises on educational policies proposed by the Commissioner and confirms Department of Education staff appointments made by the Commissioner.

New Jersey Standards Measurement and Resource for Teaching (NJ SMART) – A comprehensive statewide longitudinal data system solution that serves multiple purposes: staff/student identification, data warehousing, data reporting, and analytics.

New Jersey Student Learning Standards – Provides local school districts with clear and specific benchmarks for student achievement in nine (9) content areas, and describes what students should know and be able to do upon completion of a 13-year public school education.

Next Generation Science Standards (NGSS) – Kindergarten through Grade 12 (K–12) Science standards developed to be rich in content and practice and arranged in a coherent manner across disciplines and grades to provide all students an internationally benchmarked science education. The Next Generation Science Standards are based on the Framework for K–12 Science Education developed by the National Research Council.

No Child Left Behind Act (NCLB) – The No Child Left Behind (NCLB) Act of 2001 (NCLB), signed into law in 2002, reauthorized the Elementary and Secondary Education Act of 1965 (ESEA), the major federal law authorizing federal spending on programs to support K-12 schooling. ESEA is the largest source of federal spending on elementary and secondary education. No Child Left Behind Act of 2001, P.L. 107-110.

Open-ended Question – A question where the person completing the task must write or type a response.

Operational Test – The portion of the assessment that contains questions from which the student score is derived.

Operational Yearly Schedule (OYS)- A plan that clearly defines the actions it will take to support the strategic objectives and plans of the Science Assessment Program.

Partnership for Assessment of Readiness for College and Careers (PARCC) – A group of states working together to develop a set of assessments that measure whether students are on track to be successful in college and their careers.

Payment Card Industry (PCI) - A proprietary information security standard for organizations that handle branded credit cards from the major card schemes.

Performance Based Assessment (PBA) – A component of the SAP that contains technology-enhanced items (graphic-response and short-answer items); it also contains constructed-response items that require the student to type a response into the computer interface.

Performance Level Descriptors (PLDs) – A descriptor that articulates the knowledge, skills, and practices that students performing at a given level should be able to demonstrate at each grade level.

Personal Needs Profile (PNP) – A listing of an individual's needed accommodations,

Personally Identifiable Information (PII) – A listing of an individual's needed accommodations Any data that could potentially identify a specific individual. Any information that can be used to distinguish one (1) person from another and can be used for de-anonymizing anonymous data.

Planning Meeting – A meeting between the Vendor {Contractor} and the State Contract Manager, in which the primary focus is to evaluate the schedule and production plan for the project.

Point-Biserial Correlation - A correlation measure of the strength of association between a continuous-level variable (ratio or interval data) and a binary variable.

Post-Review Meeting – A meeting between the Vendor {Contractor} and the State of New Jersey to discuss the previous testing administration and how improvements can be made in the upcoming administration.

Pre-Gridded – Information that has been entered into a document prior to the intended user receiving the document.

Project Launch Meeting (PLM) - The first meeting post Blanket P. O. {Contract} award between the State and the Vendor {Contractor} for the purpose of defining base elements identified in the Scope of Work and project planning activities.

Psychometrics – The measurement of an individual's psychological attributes, including the knowledge, skills, and abilities a professional might need to work in a particular job or profession.

Psychometric Standard Analysis – The process in which a test and its items are subjected to various analyses aimed at determining the measurement quality of the assessment.

Psychometrician – An individual requiring significant formal education who practices the science of measurement, or psychometrics.

P- Value - The probability of obtaining a result equal to or "more extreme" than what was actually observed, when the null hypothesis is true.

Range Finding – The process of evaluating a sample of responses to set scoring criteria for the entire population of responses to an item.

Rasch Difficulty – A psychometric model for analyzing categorical data, such as answers to questions on a reading assessment or questionnaire responses, as a function of the trade-off between (a) the respondent's abilities, attitudes or personality traits and (b) the item difficulty.

Rating Item Question – An item on a survey that ranks criteria based on a predetermined scale. For example: "On a scale of 1 – 5, 1 being the worst and 5 being the best".

Reader – A person employed by the Vendor {Contractor} for the sole purpose of reading the open ended response questions on the science assessment.

Room Scoring Director – An employee of the Vendor {Contractor} who is responsible for the scoring of the SAP assessments in a single room.

Scenario Based Tasks (SBT) – Requires students to engage with course content at a significant cognitive depth and a meaningful level of analysis. An example of a SBT might be a set of data tables or charts, a simulation, or a set of passages linked around a central theme. The sequence of items associated with the SBT draws the student into deeper analysis and interpretation of the source materials than might ordinarily be possible in a single item.

School Identification Number (SIN) – A unique number assigned to each school for the purposes of data tracking and management.

School Test Coordinator (STC) – An individual in a school building who is responsible for proper administration of the SAP in that specific school building.

Science Assessment Program (SAP) – The science tests administered in elementary, middle, and high school so that the State of New Jersey can remain in compliance with federal regulations.

Science Assessment Program (SAP) Component (Component) – Either the performance-based assessment portion or the machine-scoreable assessment portion of the SAP. Together, these two components comprise the entire SAP.

Science Coordinator – An employee of the NJDOE who is responsible for ensuring the content of the items align to the Student Learning Standards in science.

School District (District) – A geographical unit specific to a grouping of public, charter, and/or renaissance primary and secondary schools for formal academic or scholastic teaching that is governed by a School Board and lead by a Superintendent or Chief School Administrator.

Scoring Director – An employee of the Vendor {Contractor} who is responsible for the scoring of the SAP assessments.

Scoring Manager – An employee of the Vendor {Contractor} who reports directly to the Scoring Director and aids the Scoring Director in the completion of their tasks.

Site Scoring Director – An employee of the Vendor {Contractor} who is responsible for the scoring of the SAP assessments one (1) particular site.

Sensitivity Review Committee – A Committee whose responsibility is to review the statistical data on field tested items related to bias.

Special Districts – Are classified as Charter School and Special Schools for the Handicapped.

Standard Interchange Format (SIF) - A standard or neutral geospatial data exchange format used to move graphics files between DOD Project 2851 and is currently codified in Content Standard for Digital Geospatial Metadata maintained by the Federal Geographic Data Committee.

Standard Setting Committee – A Committee whose responsibility is to evaluate the assessment and make a recommendation for the passing score and other cut scores for the assessment.

State of NJ Shared IT Architecture – An infrastructure designed to rapidly accommodate growth and replacement of hardware, middleware, software and communications as new business needs arise or when efficiencies can be realized by upgrading or replacing existing components.

Strands of the New Jersey's Core Curriculum Content Standards (CCCS Strands) – Topics with each content standard that are to be measured by the assessments. For example, for Science, the content standard "Scientific Process" has three Strands: "Habits of Mind," "Inquiry of Problem Solving," and "Safety."

Student Identification (SID) – A unique ten (10) digit identification number assigned to every student in the New Jersey public school system that allows for and facilitates reporting, performance tracking, and data analysis services, both at the state and local levels.

Suppressed Data – Data items that would otherwise enable members of the public to access information that is personal to students and confidential or when they are based upon counts from one (1) to ten (10) and are, therefore, considered too small to be reliable.

Team Leader – The Vendor's {Contractor's} appointed individual tasked with participating in scoring the SAP assessments. He or she is additionally expected to perform a third reading of SBT if issues occur. This person should also be classified as an Expert Reader by the NJDOE.

Technical Advisory Committee (TAC) – A committee of six (6) to eight (8) members from around the country that advise the NJDOE about technical matters related to its assessment programs.

Technology-Enhanced Items – Computer-delivered items that include specialized interactions for collecting response data. These items include interactions and responses beyond traditional selected-response or constructed-response.

User-level - Role-based restriction/permission granted to an individual/group based on it needs/granted access.

Weighted Scoring Model – A scoring methodology that establishes a weight for each question, and then multiplies the weight by the response value to obtain a weighted value for each question.

3.0 SCOPE OF WORK

3.1 ESSENTIAL REQUIREMENTS

3.1.1 PROJECT LAUNCH MEETING (PLM)

The Vendor {Contractor} shall schedule and meet in person with the State Contract Manager (SCM) within 15 business days after Blanket P.O. {Contract} award. This meeting shall include discussion on topics including, but not limited to:

a. Project intent and scope;

b. Proper methods and channels of communication between Vendor {Contractor} and the SCM;

c. Development of status reporting format and mechanisms;

d. Assessment Program Implementation Schedule;

e. A review of the Preliminary Work Plan (PWP) submitted with the Vendor's {Contractor}'s Bid Proposal (Reference Section 4.4.3.1.1 of this Bid Solicitation {RFP}); and

f. A review of the Preliminary Contingency Plan (PCP) submitted with the Vendor's {Contractor}'s Bid Proposal (Reference Section 4.4.3.3.4 of this Bid Solicitation {RFP}).

3.1.2 ASSESSMENT STANDARDS

The Vendor {Contractor} shall implement the SAP, starting in the 2017-2018 academic year with statewide operational administrations in Grades 4 and 8 Science, and the high school Biology end-of-course assessments (EOCA). During the 2018-2019 academic year, the Vendor {Contractor} shall administer statewide operational assessment for Grades 4 (or 5) and 8 Science and the high school Biology, Chemistry, and Physics EOCA.

The Vendor {Contractor} shall ensure that each academic year's Science Assessment be aligned in accordance with the below standards:

a. Assessment Content - All assessments shall be aligned to the Next Generation Science Standards; and

b. Assessment Layout - All assessments shall follow the Performance Based Assessment (PBA)/Machine-Scoreable Assessment (MSA) model, preferably[KAT1] with automated scoring, as a Computer Based Test (CBT).

Additionally, the Vendor {Contractor} shall meet, the following minimum essential standards:

c. Ensure that all Vendor {Contractor} activities performed under this Blanket P.O. {Contract} shall be accomplished in consultation with, under the direction of, and with the approval of the SCM. The SCM will define which scope of work task will involve direct communication with other New Jersey Department of Education (NJDOE) staff after the Blanket P.O. {Contract} is awarded;

d. Meet or exceed nationally recognized professional and technical standards, as established by the Standards for Educational and Psychological Testing (2014);

e. Implement a quality control process that promotes error free work by documenting work requirements, creating work specifications, and utilizing all meeting minutes and discussions to confirm/revise work requirements. All work created by the Vendor {Contractor} shall be

internally reviewed by the Vendor {Contractor} using quality control standards to ensure accuracy and error free results (Reference Section 3.3 of this Bid Solicitation {RFP});

f. Ensure that the assessments align to the current NJCCCS (http://www.state.nj.us/education/cccs/2009/5.pdf and http://www.nextgenscience.org/) and to any future revisions of the NJCCCS or their replacements, State and federal accountability policies and regulations affecting students with the most significant disabilities, and/ or any science standards adopted by the New Jersey Board of Education (NJBOE);

g. Incorporate PARCC's specifications and testing procedures in work plans, including technology specifications and accommodations in order to provide consistency of testing experiences;

h. Adapt to the level of test development progress that may have taken place between the release of this Bid Solicitation {RFP} and the actual award of the Blanket P.O. {Contract}. Additionally, adjust or expand as necessary the original concepts set forth in this Bid Solicitation {RFP}, under the direction of the SCM, to accommodate unforeseen developments that take place during the term of the Blanket P.O. {Contract};

i. Produce valid, reliable, accurate, meaningful, actionable data and information for the students, teachers, administrators, and parents;

j. Possess knowledge, skills, and experience in, but not limited to:

   1. Copyediting and production; and

   2. Appropriate production capacity, including:

      i. Hardware;

      ii. Software; and

      iii. Related technical resources necessary to the editorial process.

k. Provide training program for field-educators, administrators, and other personnel involved in administering and scoring the assessments (Reference Section 3.8.9 of this Bid Solicitation {RFP});

l. Produce data files compatible with the needs of the New Jersey Standards Measurement and Resource for Teaching student data warehouse (NJ SMART) and with associated federal accountability reporting requirements;

m. Allow results to be disaggregated within the State and presented by:

   1. State-assigned county-District-school (CDS) codes;

   2. School District (District) Factor Groups (DFGs);

   3. By instructional type (English proficiency);

   4. Student demographics (e.g. gender, race, ethnicity, economic status, migrant status); and

   5. Other categories as needed.

n. Impose the minimum level of administrative burden on Districts compatible with high-quality, valid, reliable, and secure assessments;

o. Allow for as rapid a dissemination of assessment results as possible, the degree compatible with a maximum level of quality in the production of that data;

p. Archive materials with oversight provided by the SCM;

q. Collect and report evidence as required by the No Child Left Behind (NCLB) peer review requirements (http://www2.ed.gov/admins/lead/account/peerreview/index.html). All evidence shall be submitted to the SCM a minimum of 25 business days prior to the deadlines established by the SCM during the PLM. If the SCM requests edits, the edited document shall be submitted to the SCM for approval within three (3) business days of the receipt of the request for edits. The format for the evidence/report will be provided by the SCM and may change as required. Such evidence may include, but not limited to:

   1. Results from alignment studies;

   2. Results from validation studies;

   3. Written policies on providing accommodations for students with disabilities and Limited English Proficient (LEP) students;

   4. Written policies on native-language testing of LEP students; and

   5. Score reports showing disaggregation of student achievement data by specified student subgroups; and

r. Update the SCM with progress reports that are timely and well documented. Post-review meetings shall be conducted by the Vendor {Contractor} documenting lessons learned and improvement plans. The Vendor {Contractor} shall conduct internal reviews and approvals of all tasks prior to NJDOE review.

3.1.3 CUSTOMER / TECHNICAL SUPPORT AND STAFFING

3.1.3.1 CUSTOMER SUPPORT/HELP DESK

The Vendor {Contractor} shall comply with, but not be limited to, the following minimum Customer Support/Help Desk requirements:

a. Provide a toll-free helpline, e-mail, and fax line for use by NJDOE and District staff that supports the SAP. The Vendor {Contractor} shall ensure that the Customer Support/Help Desk personnel answering the helpline are knowledgeable and able to respond to questions and/or provide additional information to callers regarding the SAP, including, but not limited to:

   1. Use of the testing platform;

   2. Technology integration for using the testing platform;

   3. Technology-related/platform-related issues; and

   4. General Assessment procedures.

b. At a minimum, the hours of operation for the Customer Support/Help Desk shall be Monday through Friday, 8:30 a.m. to 4:30 p.m. eastern time (ET), Monday through Friday, with the exception of State holidays included in the official State calendar (http://www.state.nj.us/nj/about/facts/holidays/) and full or partial holiday closures to be observed by the Vendor {Contractor}. If the Vendor {Contractor} is requesting a holiday not represented on the State Calendar, it must submit its request for approval to the SCM, in writing, at least five (5) days prior to the anticipated closure. The Vendor {Contractor} must

receive the SCM's prior approval in writing, which will also include the method in which to notify the districts of the closing;

c. Calls to the Customer Support/Help Desk shall be answered by live staff during the minimum hours of operation. If, due to high call volume, live staff is not available, callers shall be given an opportunity to leave messages in a voice-mail system with the capacity to manage a routine and high volume number of recorded messages with a minimum message length of two (2) minutes allowed for each message. The receipt of all messages shall be logged with the date, time, and responded to by (4:30 p.m. ET) on the day of the message receipt. The helpline shall be operational within 60 calendar days of the Blanket P.O. {Contract} award date;

d. E-mails shall be answered by live staff during the minimum hours of operation. An e-mail must be responded to by close of business on the following business day.; and

e. During the period in which materials are shipped, additional materials are ordered, and materials are picked up from schools and Districts, the Vendor {Contractor} shall provide one (1) to three (3) additional individuals, as needed, who are designated to respond only to correspondences related to ordering, shipping, and/or picking up materials.

3.1.3.1.1 CUSTOMER SUPPORT/HELP DESK SERVICE REQUIREMENTS

The Vendor {Contractor} shall, at all times, adhere to the following service requirements, to be evaluated by the SCM on a quarterly basis:

a. Provide courteous, prompt attention to the caller's needs;

b. Respect the caller's privacy during all communications and calls;

c. Maintain sensitivity to the diversity inherent in all cultures;

d. Display and communicate a completely professional demeanor at all times; and

e. Assure the dissemination of accurate information to all callers.

3.1.3.1.2 CUSTOMER SUPPORT/HELP DESK MONTHLY REPORT

The Vendor {Contractor} shall document all calls and voicemails received by the help and fax lines along with the corresponding Customer Support/Help Desk responses in order for the SCM to assess and resolve any issues Districts/schools may have regarding the assessments.

The Vendor {Contractor} shall generate a Customer Support/Help Desk Monthly Report summarizing the inquiries (both phone and e-mail) and submit it to the SCM within five (5) business days after the last business day of the month. In the event that this day falls on a State holiday included in the official New Jersey State calendar or otherwise specified by the SCM, the report will be due on the next applicable business day.

At a minimum, documentation for each inquiry submitted to the Customer Support/Help Desk (via phone, e-mail, or fax) shall include:

a. Caller's Name;

b. District and School;

c. Time and date of Call;

d. Question(s) asked/problem(s) encountered;

e. Answer(s) given/solution(s) provided; and

f. An aggregate graph for the top 5 problems and solutions.

3.1.4 WEBSITE HOSTING AND DATA STORAGE

The Vendor {Contractor} shall establish, host, and maintain through the duration of the contract a secure, password-protected, interactive system suitable for storing and downloading large quantities of data. The Vendor {Contractor} must ensure that the website protects any Personally Identifiable Information (PII) both in transit and at rest. The Vendor {Contractor} shall provide on-going maintenance (data back-up, disaster recovery, system debugging, etc.) and software upgrades as needed to remain in compliance with federal and State regulations.

3.1.4.1 SECURE MATERIALS

3.1.4.1.1 DATA STORAGE

The website shall store, the following, at a minimum:

a. Training manuals;

b. Informational guides;

c. Score reports developed by the Vendor {Contractor}; and

d. The Science Assessment Online Testing Delivery Program (Reference Section 3.6.1 of this Bid Solicitation {RFP}).

3.1.4.1.2 DATA TRANSMISSION

The website shall also be suitable for transmitting, but not limited to, the following:

a. Confidential student data;

b. Rescore requests;

c. Student demographic information for pre-ID labels;

d. Material requests;

e. Demographic record changes; and

f. Other appropriate administrative inquiries to be determined by the SCM.

3.1.4.2 NON-SECURE MATERIALS

The Vendor {Contractor} shall create a separate section of the website for non-secure materials. This non-secure section of the site shall be utilized to provide, at a minimum:

a. Teacher training materials;

b. Sample student instructional materials;

c. Current memos and notifications;

d. Registration training information;

e. Score interpretation manual; and

f. Other non-secure information (hosting a non-secure website allows wider access of information to educators).

3.1.4.3 TECHNICAL SUPPORT REQUIREMENTS FOR WEB-BASED COMPONENTS

The Vendor {Contractor} shall provide the following technical infrastructure and support services for the web-based components listed below and in Section 3.6 of this Bid Solicitation {RFP}. The Vendor {Contractor} shall, at a minimum:

a. Provide an infrastructure that, once implemented by the Vendor {Contractor}, handles large user volume without data interruption or slowness. The Vendor {Contractor} shall propose a method in which to track and maintain the speed of the infrastructure;

b. Support current and historical versions of Google Chrome, MS Internet Explorer, Safari, and Mozilla, in both standard PC and Macintosh versions or any other browser later determined to be appropriate by the NJDOE. For additional website and data storage requirements (reference Section 5.18 of this Bid Solicitation {RFP});

c. Provide for multiple levels of access for administrators at the State, regional, county, District, and school levels. The Vendor {Contractor} shall supply sub-levels within each of the aforementioned levels upon the SCM's request;

d. Provide for the ability to enable or disable any function at the user level, and be able to restrict access at the user level via secure, password protection protocols;

e. Provide varying levels of access to information, data, and/or resources;

f. Provide a system where individuals can change passwords at any time and that are only viewable by the owner, authorized NJDOE staff, and Vendor {Contractor} staff;

g. Provide a single, unified logon for each user to access fully the components for which the user is authorized;

h. Provide secure server support of the web portal 24x7x365, including sub-domain support;

i. Perform scheduled maintenance during off-peak hours (11 p.m. – 5 a.m. Eastern Standard Time) on business days and anytime on weekends and holidays. The Vendor {Contractor} shall provide a minimum of ten (10) business day notice to users, and the SCM, in advance of anticipated service interruptions due to scheduled maintenance. Additionally, the Vendor {Contractor} shall display an appropriate informational error message during scheduled maintenance periods;

j. Process for annual review and edit;

k. Support by means of a Customer Support/Help Desk;

l. Report summaries of updates shall be delivered to the SCM on a quarterly basis or more frequently if requested by the SCM. Summaries shall include, at a minimum, the following:

    1. The website;

    2. Line utilization;

    3. Network usage data;

4. System performance data;

5. Explanations of service interruptions and remedial actions taken;

6. Other relevant information; and

7. Other information requested by the SCM.

m. Provide easy access that shall not require any special plug-ins (e.g. Java) for the browser, or special rights on a personal computer;

n. Allow for access via a browser that does not require Help Desk or administrator intervention to install or use any component on a personal computer; and

o. Provide a system that is accessible with default browser settings.

3.1.4.3.1 STATE TECHNOLOGY REQUIREMENTS AND STANDARDS

The Vendor {Contractor} shall adhere to the following requirements and standards:

a. The Vendor {Contractor} shall be subject to the same security and infrastructure review processes that are required by New Jersey Office of Information Technology (NJOIT) and its partner Departments and Agencies. The Vendor {Contractor} shall submit relevant documentation, applicable metadata, and participate in the System Architecture Review (SAR) process. Additional information on this process can be found at: http://www.nj.gov/it/reviews/.

b. The Vendor {Contractor} shall incorporate the decisions and recommendations made to the Preliminary Contingency Plan (Reference Section 4.4.3.3.4) during the Project Launch (PLM) and submit the document to the SCM and the NJDOE Office of Educational and Informational Technology within ten (10) business days of Blanket P.O. {Contract} award. If the SCM suggests changes, the edited Plan must be resubmitted to the SCM within five (5) business days of the receipt of request for edits.

   The Final Contingency Plan must also demonstrate the Vendor's {Contractor's} Security and Disaster Recovery Plans. The Vendor {Contractor} must include logical and physical diagrams.

   1. The Final Contingency Plan - must identify key personnel, the organization units, and alternate sites with telecommunications and computers. The Vendor {Contractor} must test the plan within ten (10) business days of notice from the SCM. The Vendor {Contractor} must review and update the plan annually;

      i. Security Plan: The document shall describe the administrative, physical, technical, and systems controls to be used by the system and/or services.

         I. The Security Plan must, at a minimum, provide security measures for the following areas[1]:

            a) Facilities Physical Security and Environmental Protection;

            b) System Security;

[1]NIST Special Publication 800-53A - Guide for Assessing the Security Controls in Federal Information Systems and Organizations (http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf)

c) System Data Security;

d) Network Security; and

e) Administrative and Personnel Security.

ii. The Security Plan shall provide for review of the Vendor's {Bidder's} operations and control system for the proposed solution. The Vendor {Bidder} shall demonstrate that is has the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Vendor {Bidder} apply to development, testing, production and backup systems;

iii. In addition, the Security Plan shall identify, address and/or define:

a) Regulations and security requirements – how the Vendor {Bidder} will address security requirements such as ~~PCI~~[KAT2], ~~-~~HIPAA, FISMA, and etc;

b) System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and/or operated by the Vendor {Bidder}. Security responsibilities include administration of the infrastructure, implementing or maintaining security, and the protection of the confidentiality, integrity, and availability of information systems or processes;

c) Workforce Security - the control process for hiring and terminating of employees who are directly related to the Blanket P.O. {Contract} or have access to associated information, and method used for granting and denying access to the Vendor {Bidder} network, systems and applications. Identify and define audit controls when employment of the employee terminates. Identify rules of behavior;

d) Role-based security access – the products and methods that provide role-based security, access enforcement and least privilege;

e) Account Management – the products and methods used to identify and control the account types to meet defined regulation and security requirements;

f) Password Management – the appropriate password management controls to meet defined regulation or security requirements;

g) Logging/Auditing controls – the audit control methods and requirements. The controls must address, at a minimum, all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. The Vendor {Contractor} shall retain audit records online for at least ninety days and further preserve offline for the term of the Blanket P.O. {Contract} or as required by State and federal laws and regulations;

h) Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The Vendor {Contractor} must ensure that the methods are tested and exercised annually;

i) Vulnerability / Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All

systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis;

j) Application Security – where the Vendor {Contractor} is providing application hosting or development services, the Vendor {Contractor}, at a minimum, shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release;

k) Application and Tenant Isolation – where the Vendor {Contractor} is providing application hosting and/or development services, the Vendor {Contractor} shall isolate the computing environment (compute/partition, network and storage/media);

l) Anti-virus/malware controls – the products and methods for anti-virus and malware controls that meet industry standards. The Security Plan shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses;

m) Network Security – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Vendor's {Contractor's} network, the Vendor {Contractor} shall maintain the Vendor's {Contractor's} network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and maintain a hardware inventory including name and network address. The Vendor {Contractor} shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those located at: http://web.nvd.nist.gov/view/ncp/repository;

n) Database – the products and methods for safeguarding the database(s);

o) Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Vendor {Contractor} must be able to provide reports on an as-needed basis on the access or change for any file within the system;

p) Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems and software;

q) Wireless, Remote and Mobile Access – where the Vendor {Contractor} has access to State confidential data, and that data traverses the Vendor's {Contractor's network}, the Vendor {Contractor} shall have security controls for provisioning accounts, authorization, account/credential verification, audit/logging, VPN, and TCP/UDP ports restrictions;

r) Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation;

s) Continuous Monitoring – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Contractor's network, the Vendor {Contractor} shall have products and methods for monitoring malicious activity, malware, intrusions and audit records within the Vendor's {Contractor's} network;

t) Change/Configuration Management and Security Authorization – the Vendor {Contractor} must establish a change/configuration methodology and a baseline configuration, and track changes to the configuration. When the Vendor {Contractor} has a major change to the system or application, the SCM must be notified and a security reauthorization must be approved;;

u) Identify and maintain a list of software programs authorized to execute on a system.

v) Risk Management – the Vendor {Contractor} has established a risk management plan, technical and security risks are identified, reported and mitigated; and

w) The Vendor {Contractor} shall disclose to the State of New Jersey a description of its roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The Contractor shall disclose it process for responding to subpoenas, service of process, and other legal requests.

2. Security Audit – the Vendor {Contractor} must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes;

3. Confidentiality and Non-Disclosure Agreements – when requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date;

4. Disaster Recovery Plan: the plan must identify locations and systems – to ensure that it can continue to satisfy Blanket P.O. {Contract} requirements within 24-hours, in the event that its primary location is rendered unusable. The plan must detail how the Vendor {Bidder} will ensure that the primary location and/or systems destroyed in such a disaster would be made available to meet the 24-hour time frame. The Vendor {Contractor} must test the plan within 60 business days of Blanket P.O. {Contract} award. The Vendor {Contractor} in conjunction with the State will review and update the plan annually; and

3.1.4.3.2 SYSTEM DESIGN

The Vendor {Contractor} shall, at a minimum:

a. Develop a system that uses a standards-based design that follows the *State of New Jersey Shared IT Architecture as identified at:* *http://www.nj.gov/it/ps/J2EE_Deployment_Policy.pdf*;

b. Replicate all State data on its system(s) to a designated State system in a format and frequency as defined in the Blanket P.O. {Contract}, or if not defined, in an open standards machine-readable format designated by the NJOIT no less frequently than once a month;

c. In conjunction with the SCM, identify a collaborative governance structure as part of the design and development of service delivery and service agreements;

d. Identify all of its strategic business partners who will be involved in any application development and/or operations;

e. The State has a mature Enterprise Data Warehousing environment that is based upon a hub-and-spokes model, with a fairly normalized data warehouse hub supplying data to multiple physical and virtual data marts using conformed dimensions. The data warehouse hub is the State's interface mechanism for system-to-system batch data transfers; Where batch data from other State systems is required by the Contractor's system for operational functionality, that data shall be routed through the Enterprise Data Warehousing staging area. Independent feeds of operational data from individual source systems are not permitted;

f. Where there is a need to combine data from the Vendor's {Contractor's} system with data from other systems purely for analytical purposes, the Vendor {Contractor} shall supply data to the Enterprise Data Warehouse where that integration will occur; and

g. Independent data warehouse silos based upon a transactional system are not permitted. The Vendor {Contractor} shall be required to supply data from its system to the Enterprise Data Warehouse on a nightly basis to support other state analytical needs.

The Vendor {Contractor} shall coordinate the aforementioned efforts with the State's Office of Enterprise Data Services (OEDS).

3.1.4.3.3 HOSTING AND BACKUP SERVICES

For outsourced hosting services, the Vendor {Contractor} must not only secure the physical application infrastructure utilizing the security requirements identified in this Bid Solicitation {RFP}, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers. The Vendor {Contractor} shall ensure that the backed-up data is not commingled with other customer data.

If the Vendor {Contractor} is not supplying "dedicated" hardware resources to host State of New Jersey applications and data, the Vendor {Contractor} must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (Authentication, Authorization, and Accounting (AAA)) within its infrastructure.

3.1.4.3.4 EXTRANET PLAN

The Vendor {Contractor} shall adhere to, at a minimum, the following extranet requirements:

a. The communication links between the State and the Vendor {Contractor} shall be through a Multiprotocol Label Switching (MPLS) cloud (preferred) or Internet Protocol Security (IPsec) tunnel over the Internet based upon the connectivity requirements and cost constraints;

b. Provide and maintain two (2) extranet communication links into the State of New Jersey. One (1) of these links will be active and one (1) will be a "hot" spare. These links shall terminate as follows and as demonstrated in Figure 1:

    1. Link 1 – Ethernet speed or greater communication circuit shall be established from the Vendor's {Contractor's} data or communication center to the State of New Jersey's Primary Data Center at OIT HUB, 1 Schwarzkopf Drive, West Trenton, NJ to operate as the primary data path. This data circuit shall provide the primary path and should terminate on the State of New Jersey side into the Vendor {Contractor}-owned and maintained equipment, which in turn would provide an Ethernet connection to the State's Extranet Partner access point at OIT Hub (firewall); and

2. Link 2 – Ethernet speed or greater communication circuit shall be established from the Vendor's {Contractor's} data or telecommunication center to the State of New Jersey's SAC Data Center - River Road PO Box 7068 W. Trenton, NJ 08628 to operate as the secondary data path. This data circuit will provide a secondary backup path and should terminate on the State of New Jersey side into the Vendor {Contractor}-owned and maintained equipment, which in turn would provide an Ethernet connection to the State's Extranet access point at SAC (firewall).

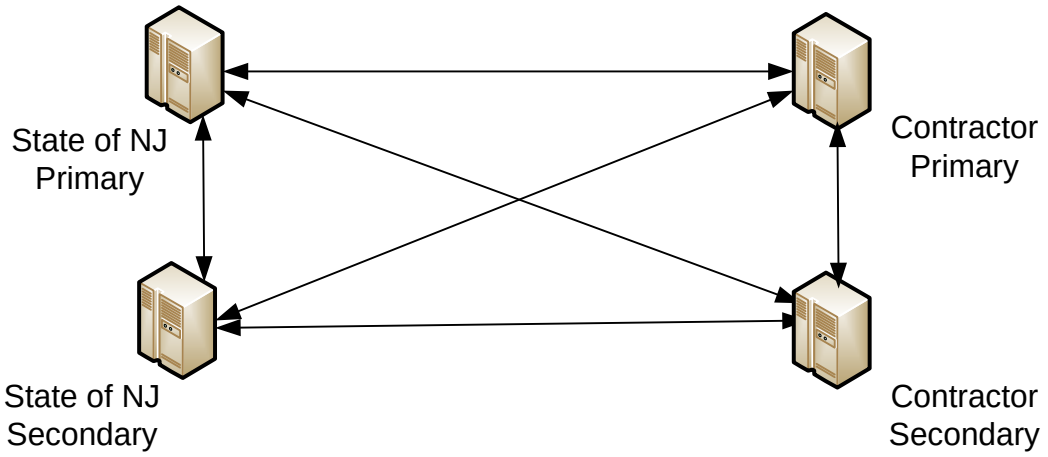

Figure 1: Extranet Communication Diagram

Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the Vendor {Contractor}.

c. The Vendor {Contractor} must work with NJDOE and OIT to establish an Extranet Partner relationship. This would require completion of an Extranet Partner agreement and supporting documentation; reference the State of New Jersey's extranet policy 09-11-NJOIT (http://www.nj.gov/it/business/index.shtml#policies). In addition, the Vendor {Contractor} must work with the OIT network group to establish the appropriate routing protocols based on the system requirements and the OIT security group to establish appropriate firewall rule sets to accomplish necessary business data flow.

   Note: The communication links can connect to a MPLS cloud or IPSEC tunnel over the Internet based upon the connectivity requirements and cost constraints. Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the contractor; and

d. The State of New Jersey and the Vendor {Contractor} shall follow the State's Extranet Policy and Procedure, and complete the application form, Memorandum Of Understanding (MOU), operational form and security controls assessment checklist. The SCM will discuss all aforementioned documents and procedures with the Vendor {Contractor} at the PLM.

3.1.4.3.5 TRANSMISSION OF FILES

The State of New Jersey supports multiple methods for data transfers internally within the Garden State Network or external to an extranet or business partner. The transmission of all files between the Vendor {Contractor} and the State system must be transferred securely using the State file transfer methodology. The Vendor {Contractor} must adhere to, at a minimum, the following criteria[2]:

[2] NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems (http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf)

a. The State will work with the Vendor {Contractor} in the implementation of the file transfer process. The secure file transfer must meet the State and federal security guidelines and standards. The State of New Jersey provides both asynchronous and synchronous file transfer methodologies.

   1. Synchronous:

      i. Connect: Direct Secure ++ is a supported option for file exchange with the State of New Jersey IBM mainframe;

      ii. FTPS over SSL (Explicit – port 21) is a supported option for file exchange for connections originating from the State of New Jersey IBM Mainframe. Must support RFC2228; and

      iii. SFTP (FTP over SSHv2 or greater) is a supported option for file exchange with State of New Jersey distributed servers (non-IBM Mainframe).

   2. Asynchronous:

      i. The State of New Jersey's DataMotion is a supported option for non-automated or "ad-hoc" file exchange with State of New Jersey. A client license is required; and

      ii. The State of New Jersey's DataMotion-DataBridge is a supported option for automated file exchange with the State of New Jersey.

b. The Vendor {Contractor} will be required to test the file transfer with the State system on all file transfers prior to full implementation; and

c. During the term of the Blanket P.O. {Contract}, the State may revise or change the file transfer method and/or format for the transmission of files to accommodate real time processing, and use case specific information and the Vendor {Contractor} shall be required to conform to all requirements.

3.2 GENERAL REQUIREMENTS

3.2.1 OPERATIONAL WORK PLAN (OWP)

The Vendor {Contractor} shall revise the PWP submitted with its Quote {Proposal} (reference Section 4.4.3.1.1) and develop an Operational Work Plan (OWP), subject to approval by the SCM. The OWP and incorporated Operational Yearly Schedules (OYS) presented shall incorporate the decisions and recommendations made to the PWP during the PLM (Reference Section 3.1 of this Bid Solicitation {RFP}).

The OWP shall remain a living document that has the possibility of changing through the life of the Blanket P.O. {Contract} but will remain consistent with scope of work. If the SCM requests any changes to the OWP, the edited document must be submitted to the SCM for approval within five (5) business days of the original request for edits. If the Vendor {Contractor} is proposing changes, the updated OWP and a summary of how the changes will affect the overall progress must be submitted to the SCM for approval, prior to implementation. No changes shall be considered accepted without written approval from the SCM. Any changes to the scope of work must receive written approval from the Director of the Division prior to commencement of the work.

The OWP shall continue to demonstrate that the implementation of the Vendor's {Contractor's} assessment methodology and corresponding schedules are realistic, attainable, and appropriate and that the proposed OWP will lead to the successful creation and implementation of the SAP.

At a minimum, the OWP shall include, but not be limited to, the following:

3.2.1.1 ASSESSMENT METHODOLOGY

At a minimum, the Vendor's {Contractor's} Assessment Methodology shall include:

a. A detailed description of the design of the assessment;

b. Monitoring of test and scoring specifications;

c. Data collection and analysis;

d. Quality assurance of tasks;

e. Reporting;

f. Work event schedules;

g. A Customer Satisfaction Index and Report which shall include, but not be limited to:

    1. Results;

    2. Statistical summary;

    3. Areas for improvement; and

    4. Steps to implement improvement;

h. Deliverables;

i. Identification of the responsible party (NJDOE, the Vendor {Contractor}, or other) for completing each of the work events and the Vendor's {Contractor's} strategic business partners who will be involved in any application development and/or operations;

j. A detailed description of the production plan;

k. Production schedule;

l. Staff assignments;

m. Specific task descriptions;

n. Quality control procedures; and

o. Detailed production timeline.

3.2.1.2 OPERATIONAL YEARLY SCHEDULE (OYS)

The OYS shall incorporate the decisions and recommendations made to the Preliminary Yearly Schedule (Reference Section 4.4.3.1.1.2) during the PLM. The Operational Yearly Schedule shall include, at a minimum:

a. Essential steps for the completion of project work tasks;

b. Initiation and completion dates;

c. Identification of task responsibility; and

The Vendor {Contractor} shall not proceed until approval of the OWP has been granted by the SCM. In the event that the SCM requests additional revisions to the OYS, the Vendor {Contractor} shall submit the revised document within five (5) business days of the request. The Vendor {Contractor} shall provide the SCM with a hardcopy and/or an electronic version of the schedule upon request.

The Vendor {Contractor} shall ensure that the OYS is updated to indicate actual task completion dates. Additionally, with prior approval of the SCM, the Vendor {Contractor} shall revise the OYS as needed. The Contactor shall make the OYS available to the SCM within three (3) business days of any and all updates/revisions, in electronic form, , using software that permits organization of the file by starting date and major task groupings.

The Vendor {Contractor} shall document and update process procedures of all areas in the cycle of the assessment for quality control and references provided in the OWP throughout the term of the Blanket P.O. {Contract}.

3.2.2 DOCUMENTS AND PRINTED MATERIALS REQUIREMENTS

The Vendor {Contractor} shall, at a minimum:

a. Produce and disseminate all documents related to the development and administration of the assessments, both printed and electronic. All documents shall be produced in consultation with SCM approved members of the NJDOE. The SCM reserves the right to make changes in printed or electronic materials at any stage of the project prior to final printing. While it is the intention of the NJDOE that the SCM will approve the Blue-Line versions of all documents, the Vendor {Contractor} shall provide a high-quality editorial review process, sufficient to ensure the highest standards of consistency, clarity, and accuracy in the production of all materials;

b. Possess knowledge, skills, and experience in copyediting and production, as well as evidence of appropriate production capacity, including, but not limited to:

   1. Hardware;

   2. Software; and

   3. Related technical resources necessary to the editorial process.

c. Draft and edit documents for approval by the SCM according to the approved document preparation schedule, as documented in the OYS requirements (Reference Section 3.2.1.2). All work shall be internally reviewed and approved prior to submission for SCM approval;

d. Present draft forms in the same format and on the same platform as expected for administration to students;

e. Disseminate all documents as planned, according to the approved schedule; and

f. Provide the SCM with electronic versions of all documents within the allotted time assigned as defined in Section 3.0 of this Bid Solicitation {RFP}.

3.2.3 NEW JERSEY EDUCATOR PARTICIPATION

The Vendor {Contractor} shall propose, develop, and implement an assessment development process that assures the involvement of Educator Work Groups (EWG). The Vendor {Contractor} shall, at a minimum:

a. Involve educators in item review, sensitivity, and standard setting committees (Reference Sections 3.8.4 through 3.8.8 of this Bid Solicitation {RFP}); and

b. Participate in range finding and score benchmarking activities and review of training materials and sample activities.

3.2.4 NEW JERSEY STANDARDS MEASUREMENT AND RESOURCE FOR TEACHING (NJ SMART) INTERFACE

The Vendor {Contractor} shall ensure that the collection, reporting, and provision of student assessment data under this Blanket P.O. {Contract} be compatible with and allow for the NJDOE to interface with NJ SMART, a statewide student-level database and data warehouse that provides reporting and data analysis tools.

***Note:** NJ SMART is contracted through a third-party vendor (Reference the following link for additional information regarding the NJ SMART Blanket P.O. {Contract}: http://www.state.nj.us/treasury/purchase/noa/contracts/t2302_14-x-23277.shtml). The Vendor {Contractor} shall provide the SCM with the student assessment data collected under this Blanket P.O. {Contract}; however, it will be the responsibility of the State to internally upload the data into NJ SMART.

The Vendor {Contractor} shall comply with the following NJ SMART Interface requirements including, at a minimum:

a. Include the SCM-provided, NJ SMART student identifier (SID), with all science assessment student-level reports and rosters. Please reference the following link for current information about the state's data warehouse and SID system: http://www.nj.gov/education/njsmart/sid/;

b. Support the acceptance, validation, and verification of all student data against a known database of issued SIDs from the NJ SMART system;

c. Develop interfaces, to be approved by the SCM, that satisfy the following minimum requirements:

   1. Accept SIDs in all phases of testing;

   2. Create an electronic validation capability that verifies SIDs and county, District, school (CDS) codes against the NJ SMART system as data is received;

   3. Establish a protocol and methodology for resolving missing SIDs in test submission;

   4. Interface with NJ SMART electronically to obtain SIDs for tests submitted without a SID; and

   5. It is the intention of the NJDOE to adopt the Standard Interchange Format (SIF) as a standard for data interchange throughout the state. As such, the Vendor {Contractor} shall provide data through an application which is a SIF certified publisher of the Instructional Workgroup (ISWG) Assessment objects and be able to use the application's agent to connect to a receiving application within the NJ SMART system.

Note: The NJDOE anticipates that in the near future pre-gridded student demographic information via NJ SMART will be used to produce pre-ID labels for the Science Assessments. The Vendor {Contractor} shall be able to adapt its current system to account for the production of pre-ID labels during the Blanket P.O. {Contract} term.

3.2.5 TECHNICAL QUALITY AND PSYCHOMETRIC STANDARD ANALYSIS

3.2.5.1 TECHNICAL QUALITY

The Vendor {Contractor} shall design and develop a Psychometric approach to test analyses and reporting according to industry standards, and propose and improve methodologies based on State and federal requirements to ensure technical quality.

To ensure technical quality, the Vendor {Contractor} shall comply with, the following minimum requirements:

a. Develop test specifications describing attributes of the assessment for each assessment prior to the development of assessment items and related ancillary materials;

b. Specify an internal test/item development process, including editorial procedures;

c. The Vendor {Contractor} shall obtain an external third-party independent specialist(s), to be approved by the SCM, to review, the following assessment deliverables:

    1. Specifications for test design;

    2. Test result reporting; and

    3. Test items.

d. Establish and implement procedures to ensure that the assessment is consistent with industry standards for technical defensibility so that the inferences derived from the assessment results are reliable and valid;

e. Conduct data analyses and statistical procedures to check on data integrity, detect potential security breaches of testing material, and to produce technical reports that document results of creation and use of technical deliverables; and

f. Monitor social media (e.g., Facebook, Twitter and Instagram, and other platforms deemed appropriate by the SCM) and the Internet for possible security breaches regarding item exposure and or test item content.

3.2.5.2 PSYCHOMETRIC STANDARD ANALYSIS

Within 90 business days of Blanket P.O. {Contract} award, the Vendor {Contractor} shall submit for approval by the SCM, detailed procedures for the following:

a. Calculating scores; and

b. Production of score look-up tables for the reporting and interpreting of results.

Additionally, as part of the ongoing Psychometric Standard Analysis the Vendor {Contractor} shall:

c. Recommend and provide statistical analyses to be performed upon request from the SCM, for use when reviewing test results and procedures and for improving technical integrity;

d. Demonstrate internal processes for quality assurance; and

e. Provide the SCM with all aforementioned analysis deliverables for approval yearly or as required by the SCM, and ensure that all changes determined appropriate by the SCM are made to meet the accepted psychometric standards. The Vendor {Contractor} shall incorporate any SCM suggested revisions and/or corrections into the analysis and submit the revised document to the SCM within ten (10) business days of receiving the requested revisions.

3.2.6 ADDITIONAL DATA ANALYSIS

The Vendor {Contractor} shall perform, at a minimum, the following additional data analysis:

a. Recommend technical and reporting requirements based on federal and State guidelines and conduct and report analyses accordingly;

b. Conduct, prepare, and submit materials for federal peer reviews;

c. Provide the technical assistance needed to secure federal peer review approval, as well as respond to reasonable requests by the NJDOE for various data or statistical analyses that have not been anticipated in this Bid Solicitation {RFP};

d. Prepare materials (e.g., handouts, PowerPoint slides, data tables) under the direction of the SCM for events such as TAC meetings, NJBOE meetings, and conferences; and

e. Appoint a Psychometrician who shall, at a minimum :

1. Oversee production of all statistical analyses;

2. Recommend appropriate analyses;

3. Review all work; and

4. Assist the NJDOE in the interpretation of all data.

3.2.7 PROGRAM DOCUMENTS

The Vendor {Contractor} shall, at a minimum:

a. Maintain, for each assessment administration, an electronic folder containing electronic files for all procedures specifications and current documentation, publications, analyses programs and source codes, data, score reports, correspondence, and any other pertinent documents used by or related to the testing program. The Vendor {Contractor} shall present this folder to the SCM at the conclusion of each administration cycle, following completion of the State Summary Report (Reference Section 3.12.2.2.4 of this Bid Solicitation {RFP}); in the interim, it shall be made available to the NJDOE within ten (10) business days of any written request by the SCM. The Vendor {Contractor} shall also provide a hardcopy version organized within a binder within ten (10) business days of the receipt of request by the SCM;

b. Document and update process procedures of all areas in the cycle of the assessment, including data and reporting, for quality control and references; and

c. Ensure proper archiving of all assessment materials with oversight by the SCM (this normally occurs every two [2] years).

3.2.7.1 PUBLICATION/PROGRAM DOCUMENTS COMPACT DISC (CD)

The Vendor {Contractor} shall maintain and present to the SCM for each test administration a binder and its corresponding compact discs (CD's) containing all publications, program and source codes, correspondence and any other pertinent documents used by or related to the testing program.

These CDs and binder shall be delivered with the final school and District CD's as specified in the OYS. All documents contained on the CDs shall be in a format approved by the SCM at the PLM. The SCM may change the format required by notifying the Vendor {Contractor} in writing.

3.2.8 COMMUNICATION WITH DISTRICTS AND CONSTITUENCIES

3.2.8.1 COMMUNICATION WITH DISTRICTS

The Vendor {Contractor} shall propose and implement an electronic means of communicating additional assessment design, assessment administration information, and updates to Districts. This design should minimize the need for paper-based communications while ensuring that Districts receive all necessary information in a timely and efficient fashion, with ready access to archives of previous communications.

Communication with Districts shall include, at a minimum:

a. Memoranda to Districts announcing administrator and teacher training sessions;

b. Memoranda to Districts recruiting participants for standard-setting meetings;

c. Memoranda to Districts recruiting participants for benchmarking meetings;

d. Memoranda to Districts accompanying portfolio binders and evidence collection materials;

e. Instructions for mailings to Districts to initiate student registration, the Material Survey (Reference Section 3.6.3.7 of this Bid Solicitation {RFP}), and sending/receiving guidelines information;

f. Memoranda to Districts accompanying score reports and State summary reports; and

g. For activities involving the need to communicate with or deliver materials to school Districts in the State, the Vendor {Contractor} shall reference the State supplied Contact list for the initial year of the Blanket P.O. {Contract}. During the remainder of the Blanket P.O. {Contract}, the Vendor {Contractor} shall create its own contact list utilizing data provided in the material survey (Reference Section 3.6.3.9).

3.2.8.2 COMMUNICATIONS WITH STATEWIDE CONSTITUENCIES

The Vendor {Contractor} shall provide guidance and prepare materials for the NJDOE in its communications with the state legislature, media, professional organizations, and the public to assist NJDOE in demonstrating the psychometric validity and defensibility of the assessments developed under this Blanket P.O. {Contract}.

3.2.9 CUSTOMER SATISFACTION ASSESSMENT AND REPORTING

The Vendor {Contractor} shall develop and implement a Customer Satisfaction Survey (CSS) and corresponding Customer Satisfaction Index (CSI) that adhere to the following requirements:

3.2.9.1 CUSTOMER SATISFACTION SURVEY (CSS)

The Vendor {Contractor} shall develop, implement, and distribute a CSS to assess District perception and satisfaction regarding the shipping, receiving, and administration of SAP materials. The Vendor {Contractor} shall use the CSS to continuously monitor and improve the customer experience after each assessment period.

The Vendor {Contractor} shall, at a minimum:

a. Develop a minimum of ten (10) rating item questions (rate performance) to be used to demonstrate customer satisfaction using a common scale. Questions must assess the Vendor's {Contractor's} shipping, receiving, and administration process and shall be submitted to the SCM for approval by the last business day in January of each calendar year. If the SCM requests changes to the submitted questions or survey form, the revised questions/form shall be resubmitted to the SCM within five (5) business days of receipt of the request for edits. Developed questions should address, the following topics:

    1. Measurement of the Vendor's {Contractor's} performance as it pertains to shipping, receiving, and administration;

    2. Process and standards for shipping, receiving, and administration of the science assessment program;

    3. Customer needs as they pertain to the shipping, receiving, and administration of the science assessment program; and

    4. Additional topics to be suggested by the Vendor {Contractor}.

b. Develop a minimum of two (2) Open-ended item questions. - One (1) of the Vendor {Contractor} developed open-ended questions must include a section for the survey respondent to list any additional comments regarding the science assessment shipping, receiving, and administration process. The second open-ended question shall be at the discretion of the Vendor {Contractor}, but must relate to the shipping, receiving, and administration of SAP materials; and

Within five (5) business days from the Vendor's {Contractor's} receipt of used answer folders and test booklets or conclusion of the online testing window for each science assessment (Grade 4, 8, and high school EOCA), the Vendor {Contractor} shall electronically distribute (e.g. e-mail) the customer satisfaction survey to the Districts.

3.2.9.1.1 CUSTOMER SATISFACTION INDEX (CSI)

Based on the approved CSS rating item questions, the Vendor {Contractor} shall develop a CSI to review, measure, and analyze the scores achieved on the CSS. At a minimum, the CSI must include:

a. Implementation of a weighted scoring model;

b. Allowance for the identification of areas of strength and weaknesses associated with the shipping, receiving, and administration process for all grade levels;

c. Measurement of Vendor {Contractor} performance; and

d. Additional features to be recommended by the Vendor {Contractor}.

3.2.9.1.2 CUSTOMER SATISFACTION SURVEY REPORT

The Vendor {Contractor} shall evaluate the data collected from the CSS and provide a report to the SCM summarizing the CSI assessment results. The report must include, at a minimum:

a. A statistical summary of the gridded responses to the comment forms;

b. Comparisons to previous administrations of the science assessments (does not apply to year one (1) of this Blanket P.O. {Contract} as it will be used as a benchmark);

c. Identified areas for improvement;

d. Suggestions of possible improvements to be considered prior to the next administration; and

The Vendor {Contractor} also shall submit copies of the comment section of the survey containing the open ended comments and additional comments to the SCM. The report for each administration shall be submitted to the SCM ten (10) weeks after the return of the testing materials to the Vendor {Contractor}. Additionally, upon request, the Vendor {Contractor} must provide all collected CSS data to the SCM within five (5) business days of its initial request.

3.2.10 EDITORIAL REVIEW PLAN AND EDITORIAL STYLE GUIDE

The Vendor {Contractor} shall develop and submit to the SCM for approval, within 20 business days after the PLM, an Editorial Review Plan (ERP) that describes a high-quality editorial review process, sufficient to ensure the highest standards of consistency, clarity, and accuracy in the production of all assessment materials.

The Vendor {Contractor} shall, at a minimum:

a. Ensure that the review process includes editorial reviews both internal and external to the Vendor {Contractor}. If the SCM requires changes to the ERP, the edited document shall be resubmitted to the SCM within five (5) business days of the request;

b. Ensure that the ERP applies universal design principles (optimizing teaching and learning in ways individuals learn), and procedures in areas such as the design and layout of materials, use of graphics and format of directions to ensure access by the broadest possible population of students;

c. Describe the Vendor's {Contractor's} proofreading processes. The Vendor {Contractor} shall propose for SCM approval, a page-proof reading protocol that allows NJDOE staff an opportunity to review the camera-ready (or equivalent) copy of all test materials produced under the Blanket P.O. {Contract}. Review of testing materials by NJDOE staff shall not be construed by the Vendor {Contractor} as relieving the Vendor {Contractor} of responsibility for errors. Any materials produced with one (1) or more errors shall be reproduced by the Vendor {Contractor} at no additional cost to the State;

d. Develop, in consultation with the SCM, an Editorial Style Guide (ESG) that will identify stylistic, grammatical, formatting, and other fundamental editorial norms governing all documents prepared for this project. The Vendor {Contractor} shall update and revise the ESG as design decisions may change the requirements included therein. The Vendor {Contractor} shall work with the SCM to identify the components of the ESG that need revision and shall make revisions as necessary. If revisions are requested by the SCM, the Vendor {Contractor} shall submit the edited document within five (5) business days of receipt of the request for edits; and

e. Present forging information (a-d), as well as the proposed scheduling and process for test item review rounds, in the ESG to be reviewed annually in the first ten (10) business days of October. Editorial specifications as described in the ESG also shall be included.

3.2.11 DEVELOPMENT OF ASSESSMENT BLUEPRINT

The Vendor {Contractor} shall develop a Blueprint for each EOCA/Grade 4/Grade 8 Science for the 2017-2018 and later administrations within 90 business days of award of this contract to the SCM for approval. The Vendor {Contractor} shall also develop an assessment Blueprint for a comprehensive high school science assessment and submit it to the SCM within 180 business days of award of this Blanket P.O. {Contract}. If the SCM requires changes to either assessment

Blueprint, the edited document must be submitted within five (5) business days of the receipt of request for edits.

3.3 ASSESSMENT PROGRAM QUALITY CONTROL (QC) AND DOCUMENTATION

The Vendor {Contractor} shall draft a Quality Control (QC) procedure and submit for SCM approval within 25 business days of Blanket P.O. {Contract} award. If the SCM requires any changes, the Vendor {Contractor} shall resubmit to the SCM the edited document within five (5) business days of receipt of the request for edits.

The Vendor {Contractor} shall ensure that the plan includes QC procedures for, at a minimum, the following elements of the program:

a. Test Development;

b. Test Security;

c. Test Administration;

d. Score Reports;

e. Equating sample and all work considered “psychometric”; and

f. Any other element the SCM deems necessary.

3.4 ASSESSMENT PROGRAM STRUCTURE AND IMPLEMENTATION SCHEDULE

3.4.1 TEST IMPLEMENTATION SCHEDULE & BLOCK SCHEDULING WORK PLAN

The Vendor {Contractor} shall begin development of the assessments immediately upon contract award and conclude with the 2021-2022 operational administration.

The Vendor {Contractor} shall adhere to the following minimum structure and implementation criteria:

a. Provide field test items and anchor/equating items in each operational administration;

b. Ensure that the total testing time shall be no longer than six (6) hours total over a period of three (3) days and be no longer than two (2) hours each day;

c. Ensure that the high school EOCA be administered twice a year to accommodate students who participate in a block scheduling beginning with the 2018-2019 school year. The Vendor {Contractor} shall provide a Block Scheduling Work Plan to the SCM on how to implement the assessment schedule to accommodate block scheduling within 60 business days of the award of this Blanket P.O. {Contract}. If the SCM requires edits, the edited document must be submitted for approval within 15 business days of receipt of the request for edits. It is the intention that this document will become the Operational Work Plan (Reference Section 3.2.1 of this Bid Solicitation {RFP}) for the assessments beginning in the academic year 2018-2019;

d. Beginning in 2017-2018, all tests (EOCA, Grade 4 (5) Science, and Grade 8 Science) shall be based on the PBA/MSA model and the Next Generation Science Standards. The Vendor {Contractor} shall provide new forms for the test each year.

e. Based on a Cut-Score Study, the Vendor {Contractor} shall ensure that performance categories be established for the total test. The Vendor {Contractor} shall recommend the number of categories for the Grade 4 and 8 assessments and for the EOCAs that supports

the number of overall score points for each assessment. The NJDOE currently uses the following categories: Partially Proficient, Proficient, and Advanced Proficient. Though this is the method that has been used in the past, the Vendor {Contractor} may propose an alternate method.

3.4.2 STRUCTURE OF THE ASSESSMENTS

The assessments shall be structured to contain both PBA and MSA components to be administered after the students have received approximately 95% of instruction. Both the PBA and the MSA components shall consist of fixed forms that are administered in an online format. The Vendor {Contractor} shall also provide a paper-and-pencil delivery option for Districts that do not have sufficient computer capability (Reference Section 3.6.2 of this Bid Solicitation {RFP}).

3.4.2.1 PERFORMANCE-BASED ASSESSMENT (PBA)

The PBA shall, at a minimum:

a. Provide information regarding students' ability to use their knowledge to answer complex issues. The PBA may consist of technology-enhanced items (graphic-response and short-answer items); it also shall contain constructed-response items that require the student to type a response into the computer interface;

b. Consist of between one (1) and three (3) Scenario Based Tasks (SBT); each SBT shall contain between one (1) and three (3) constructed-response (CR) items that are scored on a four (4) point rubric. Each CR item will be scored by two (2) Readers and their scores added together;

c. Ensure that each CR item measures strands from a single module; thus strands from all modules will be assessed; and

d. Ensure that the SBT requires students to engage with course content at a significant cognitive depth and a meaningful level of analysis. An example of a SBT might be a set of data tables or charts, a simulation, or a set of passages linked around a central theme. The sequence of items associated with the stimulus draws the student into deeper analysis and interpretation of the source materials than might ordinarily be possible in a single item. Each task shall consist of human-scored CR and may consist of technology-enhanced graphic response items that require the student to construct, rather than select, a response.

Note: Appendix C - Sample Item and Points Breakdown, provides an example of the point breakdown by SBT. This is only for illustrative purposes to provide the Vendor {Contractor} an example of how the two (2) SBTs will measure the modules in the PBA.

3.4.2.2 MACHINE-SCOREABLE ASSESSMENT (MSA)

The Vendor {Contractor} shall establish an MSA that includes the entire content of the course. The Vendor {Contractor} shall ensure that the MSA adheres to the following minimum criteria:

a. The MSA shall be comprised of machine-scoreable items that can be quickly scored and merged with a student's PBA score to create the overall score for each student. The MSA must contain a combination of item types, but approximately 50% of the points on the examination shall come from selected response (multiple-choice) items. The remainder shall be a combination of technology enhanced items (e.g., short answer and graphic response items);

b. Each grade level shall include the following:

1. Grade 4 assessment shall contain 13 machine-scoreable items per module;

2. Grade 8 assessment shall contain 15 machine-scoreable items per module;

3. High school EOCAs shall contain an equal amount of machine-scoreable items for each module. The total number of machine-scoreable items on the EOCA shall be 100 minus the points available for the SBTs (100 – SBT point total).

Note: **Table 3 in Appendix C - Sample Item and Points Breakdown, provides the total number of points by module by PBA and MSA for the operational section of the assessment. This does not include Field Test Items.**

3.5 ASSESSMENT ITEM DEVELOPMENT

The Vendor {Contractor} shall provide human resources and software to facilitate the development of test items for operational assessment forms. All items developed for the assessments shall become the exclusive property of the NJDOE.

The Vendor {Contractor} shall, at a minimum:

a. Deliver, within 20 business days after Blanket P.O. {Contract} award, an Item Development Plan that describes a high-quality item development process, sufficient to develop the requisite number of test forms necessary to administer an operational assessment as defined in this Bid Solicitation {RFP};

b. Develop three (3) final test forms for each operational administration. The Vendor {Contractor} shall ensure that the forms are spiraled at the classroom level (all three (3) forms will be present in the same classroom; not all students in the same room will be taking the same test form) (Reference Section 3.9 of this Bid Solicitation {RFP}). An additional one (1) SBT in total and ten (10) additional MSA items per module are required for the first administration of each assessment;

   Note: NJDOE intends to publicly release one SBT task and a sufficient number of MSA items.

c. Ensure that each final form of the PBA and MSA consists of unique, new items not previously used, except for anchor items in a variable section of each form. Forms of the variable section shall also include new items to be field tested for future final forms;

d. Ensure that all items adhere to the Science Assessment Blueprint, developed by the Vendor {Contractor} (Reference Section 3.2.11 of this Bid Solicitation {RFP}); and

e. Ensure that all items are reviewed by the appropriate Committee as outlined in Sections 3.8.4 through Section 3.8.8.

Note: All Vendor {Contractor} developed items shall be subject to review and approval by the SCM. If edits are requested the Vendor {Contractor} shall resubmit the edited items for approval by the SCM before the item is eligible to become a Field Test or operational item.

3.5.1 DESCRIPTION OF ITEM TYPES

The Vendor {Contractor} shall create several types of items on the assessment that fall into the category of those scored by a machine and those that require human scorers to evaluate the response.

3.5.1.1 ITEMS FOR THE MACHINE-SCOREABLE ASSESSMENTS

The machine scored items in this assessment shall include, at a minimum:

a. A multiple choice question that consists of the following:

   1. A brief statement that orients the student to the context of the question (optional);

   2. A stimulus (document, data table, graphic, etc.) on which the question is based (optional);

   3. A question; and

   4. Four (4) answer options.

b. A short answer question that consists of the following:

   1. A brief statement that orients the student to the context of the question (optional);

   2. A stimulus (document, data table, graphic, etc.) to which the question refers (optional);

   3. A question or prompt; and

   4. A response area allowing the student to type a response to answer the question.

c. A graphic response question that consists of the following:

   1. A brief statement that orients the student to the context of the question (optional);

   2. A stimulus (document, data table, graphic, etc.) to which the question refers (optional);

   3. A question or prompt;

   4. A graphic response interface on which the student manipulates objects using a computer mouse to create a response to the question. The response interface may be a chart or graph or a picture or a diagram on which the student must position objects correctly; and

d. Additional item types suggested by the Vendor {Contractor}.

3.5.1.1.1 LIST MACHINE-SCORABLE ITEMS

The listed machine-scoreable items must include, at a minimum, the following characteristics:

a. Award the student one (1) point, with no partial credit;

b. For items that are multiple choice, ensure the quality of distracters reflects current requirements of the NJDOE;

c. Provide ample time for students to read carefully and in some cases to re-read passages to give students the time for the close analysis and study of text(s);

d. Include sequences of questions that are coherent, reflecting the commitment to unfolding the meaning of complex texts systematically; and

e. Whenever appropriate, use the actual language of the NJCCCS in the items so that they visibly align whenever appropriate.

3.5.1.2 ITEMS FOR THE PERFORMANCE-BASED ASSESSMENT (PBA)

The Vendor {Contractor} shall ensure that the PBA includes a CR consisting of the following (the minimum CR required will vary based on the proposed Blueprint):

a. A brief statement that orients the student to the context of the questions (optional);

b. One (1) or more stimuli (documents, graphics, data displays, etc.) to which the questions refer (optional); and

c. A question or set of questions that require a detailed written response or responses. The Vendor {Contractor} must score question responses according to a rubric or set of rubrics that address multiple dimensions in the student work.

3.5.2 PERFORMANCE LEVEL DESCRIPTORS (PLD)

The Vendor {Contractor} shall use Performance Level Descriptors to inform the range of task and item complexity required to measure the full range of proficiency as well as to ensure maximum discrimination between performance levels.

It is expected that there shall be at least three (3) iterations of the PLDs. The PLDs shall evolve to deeper levels of specificity as the assessment design evolves. The three (3) iterations include:

a. At the beginning of task and item design and development;

b. After the first operational administration when performance standards are set; and

c. After two (2) to three (3) years of the operational assessment when additional empirical data are available.

Performance[KAT3] Level Descriptors (PLDs) will be created by NJDOE educators, and the Vendor {Contractor} shall provide guidance and expertise helpful to and in conjunction with providing the State with recommendations and proposed modifications. The Vendor {Contractor} shall be expected to refine the process. The Vendor {Contractor} will not be responsible for leading meetings to modify the PLDs for iteration two (2) and three (3).
~~NJDOE will provide the first iteration of PLDs to the Vendor {Contractor} to inform design and development. The Vendor {Contractor} shall provide recommendations for how PLDs shall be addressed in design and development to ensure measurement of the full range of performance.~~

3.5.3 ACCESSIBILITY ACCOMMODATION FEATURES

The Vendor {Contractor} shall ensure that all accessibility accommodation issues adhere to the New Jersey's standards for the test administration that year. New Jersey may be modifying and changing these guidelines in the future. Current Accessibility Accommodation Features can be found at: http://www.parcconline.org/parcc-accessibility-features-and-accommodations-manual.

3.5.3.1 DEVELOPING ITEMS MEETING BIAS AND SENSITIVITY GUIDELINES

The Vendor {Contractor} shall ensure that all students participating in the SAP are provided appropriate opportunities to demonstrate their knowledge and skills on the constructs that the tests are intended to measure. The Vendor {Contractor} shall ensure that tests are fair and free of bias. NJDOE will provide Bias and Sensitivity Guidelines to the Vendor {Contractor} prior to item development. The Vendor {Contractor} shall use the Bias and Sensitivity Guidelines throughout the development of items/tasks, stimuli, passages, on-line tools, and graphics.

Vendor {Contractor} compliance with Bias and Sensitivity Guidelines shall be subject to review by the Sensitivity Review Committee (Reference Bid Solicitation {RFP} Section 3.8.5).

3.5.3.2 DEVELOPING ITEMS MEETING ACCESSIBILITY GUIDELINES

The NJDOE will accessibility guidelines to the Vendor {Contractor} prior to item development. The Vendor {Contractor} shall apply and demonstrate these Accessibility Guidelines throughout the development of items/tasks, stimuli, passages, performance tasks, and graphics.

Additionally, the Vendor {Contractor} shall develop items that allow for embedded supports that preserve the constructs targeted for measurement in each assessment item in order to increase access for all students.

3.5.3.2.1 BRAILLE AND LARGE-PRINT TEST MATERIALS

The Vendor {Contractor} shall provide Braille and large-print versions of each component of each assessment and all related test documents to all students who require them as authorized by the SCM. The Vendor {Contractor} shall obtain from the Districts the number of special versions needed through the material survey. These test materials shall be forwarded to the SCM for review at least 90 business days before the test. The Vendor {Contractor} shall be prepared to provide additional special student materials beyond those indicated by the material survey. The Vendor {Contractor} shall review all special materials and requests for special test accommodations. A Braille and large-print version of each year's test shall be made available. All modified versions shall be based on a single test form for each operational administration during the Blanket P.O. {Contract} period unless special circumstances arise.

3.5.3.2.2 NON-ENGLISH VERSION(S)

The Vendor {Contractor} shall provide Spanish-language translations or trans-adapted versions of each assessment at each grade level. The Vendor {Contractor} shall provide a plan for ensuring standardized administration procedures for the Spanish-language test, and appropriate support materials sufficient to ensure the validity of the tests and the fairness of the test administration.
The Vendor {Contractor} shall provide all Spanish-language test materials to the SCM for review at least 90 business days before the test.

3.6 COMPREHENSIVE TESTING PROGRAM

The Vendor {Contractor} shall develop a comprehensive testing program consisting of both the online and paper-and-pencil delivery method.

The following sections describe the requirements for the online and the paper-and-pencil delivery systems. Section 3.6.3 of the Bid Solicitation {RFP} describes the requirements that transcend both delivery platforms.

3.6.1 ONLINE TESTING DELIVERY PROGRAM

The Vendor {Contractor} shall develop, implement, and maintain, the SAP in an already established internet-based administration mode platform.

At a minimum, the Vendor {Contractor} shall:

a. Conduct a demonstration of computer-based assessment delivery including technologically-enhanced item types and PBA for the purpose of confirming accuracy and efficiency of these procedures;

b. Develop and deliver practice tests and ancillary materials for the proposed computer platform for public access; and

c. Ensure training, troubleshooting, and problem resolution for administering assessments on the test platform. It is important to note that some schools may not have sufficient equipment and so shall be provided with a paper-and-pencil administration option.

The aforementioned shall be delivered in correspondence with dates outlined in the Vendor's {Contractor's} OYS (reference Section 3.2.1).

3.6.1.1 SECURITY REQUIREMENTS

The Vendor {Contractor} shall provide an online test delivery solution that meets the following minimum security requirements:

a. Test access control;

b. Student authentication (e.g., login ID, password, etc.) to access an online test. The Vendor {Contractor} shall ensure that the required authentication information for gaining access to an online test be generated only within a secure administrative system. A student test record shall exist in the administrative system before the corresponding authentication information may be generated;

c. Administrative access control;

d. Administrative authentication (e.g., login ID, password, etc.) to gain access to administer online tests, view/maintain student data, and access student performance reports;

e. Administrative user accounts capable of being assigned varying levels of role-based access and functionality and capable of being activated or inactivated as needed;

f. Security of test content and student data;

g. All test content must be encrypted at the host server and remain encrypted during all network transmissions;

h. Only valid authentication information may enable test content to be decrypted to a viewable format. For protection purposes, the Vendor {Contractor} shall ensure that decryption to memory only (versus being written to disk) is provided for its test content. No decrypted or unencrypted test content shall exist on equipment outside the hosting facility or the department's physical location;

i. Test content accessed via valid authentication information must be displayed only while the student is taking the test. Upon completing the test, any residual, decrypted test content must automatically be removed from any systems outside of the host systems;

j. If caching technology is utilized, details regarding how the cached content is secured, managed, and purged must be provided to and approved by the SCM prior to implementation) ;

k. Ensure all transmissions of student data occurs over secure network connections that utilize authentication and encryption technologies;

l. Provide desktop security during testing;

m. While students are testing, decrypted test content must be protected through control of the desktop computer. Access to other applications or web sites must be disabled or disallowed while a test is being accessed. Strict controls must be maintained over operating system functionality, printing, copy and pasting, screen captures, keyboard shortcuts, right-mouse clicks or other functionality that could compromise test content;

n. Ensure at all times, that the security on the desktop should exist equally for PC-based computers and Apple-based computers as specified under the hardware requirements;

o. Provide wireless Networking. Some schools currently utilize wireless networking. The proposed solution must provide details for security of the online testing in a wireless environment; and

p. Provide auditing and transaction logging. Details of any auditing and transaction logging capabilities should be provided.

Note: The Vendor {Contractor} shall reference Section 5.9, Security and Confidentiality and Section 5.18 Accessibility Compliance, for additional security requirements.

3.6.1.2 HARDWARE AND SOFTWARE REQUIREMENTS

The Vendor {Contractor} shall provide an online test delivery solution that complies with the following user interface and workstation hardware and software requirements. The tests must be fixed linear form for the statewide operational administration. The testing delivery solution, shall provide, at a minimum:

a. On-line access that requires minimal installation of applications on a desktop computer. The application that is installed shall be able to be remotely managed and updated, to avoid excessive software installations and maintenance on individual computers;

b. The flexibility needed to provide consistent, reliable online assessment services within such varied technical environments as operating systems and varying hardware). (There are various technical architectures utilized for wide area network (WAN), local area network (LAN), server, and desktop hardware throughout the State. Schools within Local Education Agency contract with various Internet Service Providers (ISPs) for varying levels and types of Internet connectivity);

c. A plan for evaluating and communicating to the SCM how the operating system and various third- party software updates may impact use of the online testing system. LEAs vary in how rapidly they deploy software updates and patches to their workstations and servers. The plan shall be submitted to the SCM for approval within 40 business days of Blanket P.O. {Contract} award. If the SCM requests changes the Vendor {Contractor} shall submit the edited document to the SCM within five (5) business days of receipt of the request for edits;

d. Information on the proposed solution’s compatibility with open source software; and

e. The user interface with which the students will interact when taking an online test must provide the following:

    1. Standardized display of text and graphics for all students regardless of monitor type and resolution setting If a specific resolution setting is required, the Vendor {Contractor} shall indicated such;

    2. Ability for students to navigate the complete test (forward, backward, and skipping items) unless restrictions are put in place due to test specifications e.g. sectioning of the test;

    3. Ability for students to change an answer using a pointing device or keyboard;

    4. Ability for students to mark an answer using a pointing device or keyboard;

    5. Ability for students to stop taking a test and, with proper authority, be re-located to another computer to login and resume taking the test. Answers shall be available to be viewed and changed upon re-entering the secure test with appropriate permission;

6. Ability for students to return to the test after a break, to the exact location in the test form prior to the break;

7. Ability for students to view the text or graphic simultaneously with the test item stem and distractors when an item or set of items is text or graphic intensive;

8. Online availability of NJDOE approved ancillary test materials for use by students (e.g., various calculators, metric ruler, straight-edge, formula sheets, compass, Periodic Table of the Elements, spring scale, balance, graduated cylinders), as stated in test specification documents;

9. Paper copies of ancillary materials that can be printed must be available to schools upon request (approximately (5%);

10. Indication (on the workstation display) of the name of the student login used to access the test;

11. Indication via a warning screen that the student has chosen to end his/her test. The warning screen should allow the student to return to continue taking the test; and

12. Functionality that allows for eliminating one (1) or more distractors; highlighting and/or underlining key words or graphics; flagging items as incomplete or in need of review prior to completing the test; indicators of which items have been answered/unanswered; online "scratch paper" with text and drawing capability.

3.6.1.3 ADMINISTRATIVE SYSTEM FOR MANAGING ONLINE TESTS

The Vendor {Contractor} shall provide an administrative system for managing the delivery of the online SAP. The Vendor {Contractor} shall ensure that the administrative system includes the following minimum requirements:

a. Data Management:

1. Ability for administrative users to view and edit student demographic information entered as part of the pre-ID process;

2. Ability for administrative users to hand-enter student records prior to or at the time of testing;

3. Capability to maintain unique student test records with both optional and required data fields;

4. Capability to collect student demographic information for students expected to take the test but who are not tested for various reasons (e.g., absent, medical emergency, IEP, LEP); and

5. Provide data edit alerts to the administrative user and a process for correcting the error.

6. Retain a record of all changes made to the system by an administrative user along with user identity and date and time of change as well as any other information requested to be retained by the SCM specified at the PLM or updated at any of the planning meetings thereafter.

b. Test Management

1. Ability to be configured with various form distribution plans that result in schools automatically receiving the appropriate assignment of various main and alternate test forms for given test administrations;

2. Ability to randomly assign spiraled sets of test forms to students for the purposes of obtaining field test data;

3. Ability for administrative users with appropriate access to schedule students for online tests and to generate necessary student login information prior to testing;

4. Ability to manage test assignments for individual students such that the same test form may not be administered to a student more than one time in a test administration;

5. Ability for administrative users with appropriate access to assign specific test forms to individual students and/or groups of students such as alternate test forms;

6. Ability for select authorized users to view individual student test information such as actual answers received[KAT4] (percentage of answers completed during the test), date and time of test, duration of test, form # assigned; and

7. Ability for select authorized users to view aggregate test information by subject such as number of tests scheduled (by date), number of tests being administered (real-time), number of tests completed, number of scoreable tests completed, etc.

c. Security Management:

1. Ability to control access based on specific password-protected user accounts, e.g., school-level, LEA-level, state-level; and

2. Ability to provide a secure encrypted transmission of all student information.

d. Practice Test Environment

1. Ability for students to access a test environment that replicates the actual test environment throughout the year (The practice environment must be customized to the New Jersey test with the same tools, item formats, and response formats as those in the live test environment); and

2. Ability for students to submit responses to questions, and for machine-scoreable items, receive feedback indicating whether the response was correct or incorrect, and if incorrect displaying the correct way to solve or answer the item.

3.6.1.4 ONLINE TESTING SYSTEM REQUIREMENTS

The Vendor's {Contractor's} online testing system shall be available to NJDOE, LEAs, and schools as needed, with the exception of scheduled downtime as approved by the NJDOE, to deliver online tests and conduct related administrative functions. The Vendor {Contractor} shall provide a ten (10) business day advance notice to the NJDOE and LEAs of any scheduled downtime for maintenance, upgrades, or any other work that would limit access to the testing system. In emergency situations, the Vendor {Contractor} shall notify the NJDOE and LEAs as soon as possible.

The Vendor {Contractor} shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The Vendor {Contractor} shall submit relevant documentation and participate in the System Architecture Review process. Additional information on this process can be found at: http://www.nj.gov/it/business/index.shtml#architecture/.

In addition, the Vendor {Contractor} shall adhere to the following minimum criteria:

a. System Availability and Maintenance:

1. Deliver online tests with access to conduct related administrative functions from 6:00 a.m. EST to 10 p.m. EST Monday through Friday during scheduled statewide testing windows. Scheduled downtime must occur outside of the above timeframes; and

2. Notify and receive approval from the SCM in the event that system downtime is determined necessary to resolve a critical issue within the above timeframes during a statewide testing window.

b. System Updates:

1. The Vendor {Contractor} shall notify the SCM three (3) months prior to any planned changes to the online testing system that will occur within a given academic year and no less than six (6) months prior to the deployment of any system changes. Accurate, detailed documentation of all changes must be provided to NJDOE for review at least three (3) months prior to deployment into production. The updated functionality also shall be made available in a non-production test environment 15 business days prior to deployment for the SCM to review. Requests for exceptions to this timeline shall be presented to the SCM for case-by-case consideration;

2. System changes shall be deployed only when approved by the SCM and with the intent to maintain or improve the level of system functionality and stability;

   NOTE: NJDOE reserves the right to not have system changes deployed prior to or during a statewide test administration period.

3. Within 40 business days of Blanket P.O. {Contract} award, the Vendor {Contractor} shall provide the SCM a detailed description of how system updates, system patches, and/or system enhancements are planned, managed, and fully tested prior to deployment into production. If the SCM requests changes the Vendor {Contractor} shall submit the edited document within five (5) business days of receipt of the request for edits; and

4. The Vendor {Contractor} shall develop a plan for accepting, evaluating, and responding to requests by the NJDOE for system enhancements. The plan shall be submitted to the SCM within 40 business days of Blanket P.O. {Contract} award. If the SCM requests changes, the Vendor {Contractor} shall submit the edited document within five (5) business days of receipt of the request for edits.

3.6.1.5 ONLINE TESTING PLATFORM USER'S GUIDE

The Vendor {Contractor} shall provide an Online Testing Platform User's Guide annually within ten (10) business days of the start of September, to the SCM and LEAs on a schedule to be determined by the SCM and provided at the PLM. The following represents the minimum required sections of the guide (additional sections and formats may be proposed):

a. System User's Guide for each test administration that fully details the functionality of the online testing system for an end-user in a school;

b. System Infrastructure Guide that details the minimum and recommended technical specifications and configurations needed to successfully access the online testing system and deliver online tests; and

c. System Training Workbook that provides step-by-step instructions on how to complete the most commonly needed (as identified by the SCM) tasks in the online testing system.

The Vendor {Contractor} shall ensure that all Online Testing Platform User Guides are posted to the SAP website for review and download capability within five (5) business days of SCM approval.

3.6.1.5.1 SYSTEM UPDATE NOTIFICATIONS

The Vendor {Contractor} shall detail the specifics of newly deployed system changes on its website quarterly.

3.6.1.6 ONLINE MONITORING

The Vendor {Contractor} shall provide a comprehensive solution for online system monitoring that addresses the following minimum requirements:

a. Ensures that all system monitoring is conducted by the Vendor {Contractor} with results available to NJDOE regularly and upon request;

b. Provides a means for automatically monitoring system availability to end-users in LEAs and schools. The Vendor {Contractor} must provide automatic notification of system warnings and/or system failures to appropriate Vendor {Contractor} staff for corrective action;

c. Provides real-time and archived users' statistics to include, but not limited to, concurrent users, concurrent testers, number of tests scheduled, number of tests completed, testing time from start to finish, and response time for targeted test items. Statistics shall be presented by test administration, grade, school, and/or LEA as determined by NJDOE;

d. Provides regular reports of online system usages to include, but not limited to, usage over time, by browser type, operating system type, and IP address; and

e. The Vendor {Contractor} may propose additional and alternative types of system monitoring for use by NJDOE and /or to ensure system insight and availability to end-users.

3.6.1.7 ACCESSIBLE PORTABLE ITEM PROTOCOL (APIP) STANDARD

The Vendor's {Contractor's} online delivery system shall satisfy the Accessible Portable Item Protocol (APIP) Standard which can be reviewed at: http://www.imsglobal.org/apip/.

3.6.1.7.1 COMPLIANT CONTENT FORMAT

The Vendor {Contractor} shall ensure that the item content supports specific inclusion orders and associated access elements in the content for the following accessibility categories:

a. Spoken: Text Only;

b. Spoken: Text & Graphic;

c. Spoken: Non-visual;

d. Spoken: Graphic only;

e. Braille;

f. Signing: ASL; and

g. Signing: Signed English.

3.6.1.7.2 INFORMATION PROFILES

The Vendor {Contractor} shall ensure that the SAP administration system is able to accept student information files containing the required accessibility components as defined in Sections 3.5.3 and 3.6.1.7.1 of this Bid Solicitation {RFP}. The Vendor {Contractor} shall work with the Districts to ensure that the Districts provide the student's accessibility profile information per the following criteria:

a. The current registration process and data files shall be extended to include the required profile elements as identified in sections 3.5.3 and 3.6.1.7 of this Bid Solicitation {RFP};

b. As a separate data collection using Personal Needs Profile (PNP) standard data specification and format (XML);

c. As a separate data collection using a separate file specification;

d. Using the online management features of the administration system to enter or update personal profile data elements directly in the assessment application; and

e. Using other industry standards that specify comparable profile information.

The Vendor {Contractor}, under the guidance of the NJDOE, shall provide instructions and additional resources to the local Districts and schools needing to generate the necessary profile data or files as part of the assessment registration or supplemental process.

3.6.1.7.3 DIGITAL TEST DELIVERY SYSTEM

The Vendor {Contractor} shall develop and implement a digital test delivery system employed to deliver test items to students that encompasses all of the required features and functions for those elements identified in this Bid Solicitation {RFP}. The test delivery system shall be able to provide the specified accessibility features based on the student's preferences. Specifically, the test delivery system must be able to provide the accessibility features as defined in the APIP Standards. In addition, the test delivery system shall allow students to interact with the system using a standard compliant point device (mouse), keyboard (standard and alternate), touch screen, and/or a tab-enter enabled device.

3.6.2 PAPER-AND-PENCIL DELIVERY PROGRAM

Utilizing the County-District-School (CDS) Master File and Material Survey (Reference Section 3.6.3.7), the Vendor {Contractor} shall identify those schools that do not have sufficient equipment for online delivery of the program. The Vendor {Contractor} shall develop and be able to routinely deliver the SAP in a paper-and-pencil administration mode for those schools identified.

The following sections provide the requirements for the paper-and-pencil delivery program.

3.6.2.1 TEST BOOKLETS

The Vendor {Contractor} shall produce test booklets with appropriate security procedures incorporated into its production as required in Section 3.6.2.6 of the Bid Solicitation {RFP}. The Vendor {Contractor} shall provide test booklets for each assessment Component:

a. A Braille/Large Print Test Booklet;

b. A Spanish-language Test Booklet; and

c. An Alternate Test Booklet -The alternate test booklet form of each assessment shall be used when a security breach of testing material occurs during District administration. In the event of a security breach during administration, the District where the breach occurs will pay the costs for administering and scoring this form. Note: Administration security breaches include, but are not to be limited to the breach of testing materials, results, and the misadministration of the assessment at the District level.

3.6.2.2 MACHINE-SCOREABLE ANSWER FOLDER (BASE TEST AND EMBEDDED FIELD TEST)

The Vendor {Contractor} shall produce three (3) types of machine-scoreable answer folders for use by all students tested in a paper-and-pencil mode for each assessment component. There shall be one (1) answer folder for the Regular test, one (1) for the Spanish-language tests, one (1) for the Alternate test, and one (1) for the Large Print/Braille Test.

a. The base test answer folders shall be representative of the test they are designed for. Based on the information in Appendix C – Sample Item and Points Breakdown, the high school EOCA answer folders shall include:

    1. Two (2) sections for the operational SBTs response for the PBA;

    2. Sixty (60) operational items for the MSA component;

    3. Fifteen (15) MSA field test items; and

    4. One (1) field test SBT.

b. The Grade 8 answer folder shall include:

    1. Two (2) section for the operational SBTs response for the PBA;

    2. Sixty (60) operational items for the MSA component;

    3. Fifteen (15) MSA field test items; and

    4. One (1) field test SBT.

c. The Grade 4 answer folder shall include:

    1. Two (2) section for the operational SBTs response for the PBA;

    2. Fifty-two (52) operational items for the MSA component;

    3. Fifteen (15) MSA field test items; and

    4. One (1) field test SBT.

Multiple types of answer folders shall be needed for each administration for embedded field testing and equating, based on various groupings of field test forms. One (1) page of student identification, test scoring and reporting information, and test administration information also shall be included.

The above numbers are subject to change to match the actual assessment based on the approved Blueprint.

3.6.2.2.1 ANSWER FOLDER STORAGE/ARCHIVE

The Vendor {Contractor} shall adhere to the following minimum storage and archiving criteria:

a. Processed answer folders shall be stored for two (2) years at a secure location as agreed upon by the SCM. The accommodations for storage shall allow for access to verify information, rescore sections, and any other activities deemed necessary by the NJDOE; and

b. The writing tasks (for the SBT) for each student shall be electronically stored by the Vendor {Contractor} for a period of one (1) year. After that year the Vendor {Contractor} shall send the information to a location(s) designated by the SCM. This process of disseminating the information shall begin by the Vendor {Contractor} requesting, in writing, authorization to move the data. The SCM will designate the location(s) at that time.

3.6.2.3 STUDENT IDENTIFICATION LABELS FOR ANSWER FOLDERS

The Vendor {Contractor} shall develop and implement an interactive component of the online delivery system that will allow Districts to transmit student identification data electronically over a data transmission network. This component shall be secure and accessible only to authorized users. The Contactor must provide any network-specific software needed by the Districts to access this component of the system (all hardware will be provided by each District).

This component shall be able to use the information transmitted from the Districts to, at a minimum:

a. Generate student identification labels for answer folders - Assume labels shall be used for 100% of the student population taking each assessment in the paper-and-pencil mode;

b. Ensure that the student identification labels delivered to Districts contain data that is:

    1. Organized appropriately;

    2. Easily readable;

    3. Reflects the options selected by the Districts;

    4. Are accurate; and

    5. Printed at a level of quality that permits accurate scanning and precludes the possibility of smudging.

c. Provide Districts with a checking program to be used before submitting data to the Vendor {Contractor} to help ensure that all data fields include acceptable data values;

d. Review the data submitted by the District;

e. Confirm the accuracy of data by submitting to Districts, using fax or e-mail:

    1. Information that describes the number of students by school submitted;

    2. The order in which the labels shall be printed; and

    3. The range and incidence of values in selected fields.

f. Provide quality control throughout the printing process to ensure the quality of label printing;

g. Package student identification labels by school; and

h. Ship to Districts as part of the shipment containing test books and answer folders.

Districts will submit Pre-ID Label data to the Vendor {Contractor} by the end of the third week of October for all students who will be taking each assessment. Districts shall have the option of requesting student identification labels for answer folders to be packaged alphabetically by school or other groupings as defined by the order in which student records are supplied on data files.

In the near future, the NJDOE may generate all pre-ID labels via NJSMART. At that time, the Vendor {Contractor} shall work closely with the NJSMART Vendor {Contractor} and adapt its system accordingly to meet the needs of this requirement.

3.6.2.4 HEADER SHEETS

The Vendor {Contractor} shall ensure that Header sheets are used after the administration of each component of each assessment for the paper-and-pencil option. Header sheets shall be placed on top of used answer folders, grouped by the particular assessment, when they are returned to the Vendor {Contractor} after the regular week of testing and after the make-up week of testing. Separate header sheets shall be provided for each component of each assessment. One (1) header sheet per assessment component for each administration (regular, make-up, alternate) are required each year.

3.6.2.5 PACKING, DISTRIBUTING, RECEIVING, AND REPORTING TESTING MATERIALS

3.6.2.5.1 PACKING & DISTRIBUTING TESTING MATERIALS

The Vendor {Contractor} shall ensure that it complies with the list of primary materials to be shipped for each administration, the quantities to be packaged for schools, Districts, NJDOE, and other packaging specifications that are provided in Appendices A and B, Current Test Administration Product and Material Samples.

Specifications for packing, distributing, and receiving materials shall include, at a minimum, the following provisions:

a. Shrink-wrap all assessment materials in sets of ten (10);

b. No box may weigh more than 30 pounds;

c. The order of schools within a District on all lists and for shipping purposes shall be listed by School Identification Number (SIN);

d. Pack and ship materials in an organized manner that is not burdensome to the Districts/schools when they receive the materials. Follow the following packing/shipping criteria;

e. Label boxes of test booklets with the message “TO BE OPENED ONLY BY AUTHORIZED PERSONNEL” and mark all boxes with special colors or labels so that they can be easily identified as secure materials;

f. Label boxes on all four (4) sides and the top, and number boxes as "box I of X," where X is the total number of boxes sent to that District. The box containing the packing information shall be clearly identified;

g. Labeling for each recipient shall comply with the following minimum requirements:

    i. School Boxes: Boxes shall be labeled with the school’s name and identification number and the name of its District and its identification number; and

    ii. District Boxes: Only boxes directed to the District-level, such as boxes containing District overage, shall be labeled with the name of the District, its identification number, and the name of the District Test Coordinator (DTC) and identification number. Utilize an overnight delivery service and be responsible for all costs associated with the shipping of all testing materials to and from each school District. In the event that testing material is erroneously shipped to the wrong District, the Vendor {Contractor} shall schedule and be held responsible for all cost associated

with the overnight delivery service arrangements for the redirection of any erroneous shipment.

h. Ensure that SCM approval is received before the Vendor {Contractor} prints any deliverable product. Approval shall be provided after the Vendor {Contractor} has produced a Camera Ready Version of the deliverable that has been thoroughly proofread by the Vendor {Contractor};

i. Package all materials for each shipment by school in returnable boxes and distribute to its corresponding District. The District will distribute materials to the schools. The Vendor {Contractor} is not responsible for any costs schools may incur in shipping test materials from their schools to the District office, unless the need to ship is the result of a packaging error by the Vendor {Contractor}. NJDOE and the school Districts will decide how materials overage shall be distributed to schools;

j. Include Spanish-language, Braille, and large-print materials packaged and labeled separately in the shipment of test materials to Districts;

k. Ship test materials to the Districts and NJDOE in two shipments. Generally, the first shipment shall contain the student test preparation materials and parent/guardian information materials. The first shipment for each administration shall arrive no later than three (3) months prior to the administration date. The second shipment shall contain test booklets, answer folders, student identification labels, and related materials. The second shipment shall arrive no later than five (5) business days prior to the test administration;

l. Prepay charges on return shipments from the Districts. Return labels and envelopes, prepaid postage labels or freight bills-of lading and instructions shall be provided for the material being returned;

m. Mail or ship by overnight delivery service or other means, as appropriate, any miscellaneous materials to NJDOE and Districts as situations arise. Additionally, the Vendor {Contractor} shall secure the services of shippers who shall provide inside delivery and unload large shipments onto loading docks;

n. After testing, inventory and store unused test booklets, answer folders, manuals, and other materials for a period of six (6) months. During this time, the Vendor {Contractor} shall ship to the SCM quantities of these materials as needed and requested by NJDOE. Unused test booklets may be destroyed after six (6) months with written approval from the SCM. However, the Vendor {Contractor} shall store 100 copies of each regular test booklet form and answer folder throughout the life of the project. The Vendor {Contractor} shall store any materials that may be used in subsequent assessments; and

o. Upon verification of the individual test booklet identification numbers of all test booklets returned by the Districts and acceptance by the SCM of accurate results, the Vendor {Contractor} at its expense shall store used test booklets for a period of at least two (2) years at a secure location and shall obtain the SCM's written approval prior to destruction. The Vendor {Contractor} shall destroy the test booklets after receiving written permission from the SCM. Test security shall be maintained throughout the destruction process.

p. After the SCM approves all reports and they are distributed to the proper persons as approved by the SCM, the Vendor {Contractor}, at its own expense, shall store used answer folders for a period of at least two (2) years and shall obtain the SCM's written approval prior to destruction. At the end of the two (2) year period, the Vendor {Contractor} shall ship to a location designated by the SCM or destroy the answer folders according to instructions from the SCM. A letter from the Vendor {Contractor} to the SCM requesting permission to destroy specific materials shall initiate this destruction. At the SCM's request, the Vendor {Contractor} shall retrieve periodically from storage up to 200 answer folders and/or used

test booklets per school year. In some cases, retrieval of answer folders shall require the Vendor {Contractor} to conduct a manual verification of machine scoring. The Vendor {Contractor} shall assume all costs associated with retrieval and delivery of these materials to the SCM.

3.6.2.6 SHIPPING REQUIREMENTS

The Vendor {Contractor} shall adhere to, but not be limited to, the following shipping requirements:

a. Ensure that the materials are delivered to and picked up from Chief School Administrators (CSA) or their designees. The Vendor {Contractor} shall assume full responsibility for all materials, keep daily records of their whereabouts, and be prepared to locate each package of test materials in their possession within 24 hours;

b. Provide for all arrangements and costs associated with packing, distributing and returning materials. Prompt and accurate delivery of materials is important to NJDOE and to local-District personnel who have the responsibility of managing materials for each assessment. The Vendor {Contractor} shall ensure that there is 100% accounting of all test booklets and answer folders returned by the Districts using a bar code labeling system. The Vendor {Contractor} shall guarantee that distribution procedures are satisfactory; and

c. Prepare packaging specifications to be delivered to the SCM four (4) months before each assessment administration. The packaging specifications shall include the Vendor's {Contractor's} procedures for packing and distributing materials to Districts and receiving the materials from the Districts. The specifications shall include a description of how the materials are packed, examples of packing and inventory lists for boxes to Districts and schools, methods used for distributing and returning materials and a description of the procedures used to inventory materials as they are returned. If the SCM requests edits to the process, the Vendor {Contractor} shall submit the edited materials to the SCM within five (5) business days of the receipt of the request for edits.

3.6.2.6.1 MISSING SHIPMENTS

The Vendor {Contractor} shall provide a complete report on missing shipments to the SCM within 24 hours of the discovery that the shipment is lost. The Vendor {Contractor} shall correct errors in shipment at its own expense. The Vendor {Contractor} shall replace all missing or damaged shipments or shortages within 48 hours after notification that the shipment is missing, damaged or incomplete (Reference Section 3.12.10 of this Bid Solicitation {RFP}).

3.6.2.6.2 RECEIVING TESTING MATERIAL

After assessment administration, the school Districts will return all used answer folders to the Vendor {Contractor} using overnight or two-day delivery, as necessary and provided for by the Vendor {Contractor}.

The Vendor {Contractor} shall:

a. Develop procedures to monitor the receipt of all materials from the Districts and develop error logs. The date materials are received and any errors made by Districts in packaging and completing forms shall be documented. When a problem arises, the Vendor {Contractor} shall contact the Districts and NJDOE concerning the problem and resolve the problem according to NJDOE guidelines. The error logs shall identify, by school and District, all failures to follow the established procedures and, if appropriate, how the errors were resolved. The error logs shall be delivered to the SCM twice, once immediately after materials from all Districts have been received and then again with the final report for each administration;

b. Verify, by number, all test booklets and all used answer folders that are returned after each test administration by using a bar code numbering system. If the Vendor's {Contractor's} system for barcode verification is demonstrated to be unreliable, each document shall be scanned twice, creating independent data files that can be matched for scanning errors. Beyond these measures, the Vendor {Contractor} shall manually check test booklets to ensure 100% accuracy of the test booklet check-in; and

c. Include in its check-in procedures a method of checking for and retrieving answer folders and test booklets erroneously packaged with unused materials or invalidated materials.

3.6.2.6.3 DELIVERY PLAN AND VERIFICATION OF RECEIPT OF MATERIALS

The Vendor {Contractor} shall provide a detailed plan within 60 business days of contract award to the SCM for approval showing how tests will be delivered to the CSA or his or her designee only at the school District offices. A daily verification of the delivery shall be provided to the SCM within 24 hours of each District's receipt of shipment.

3.6.2.6.4 CARRIER

All test materials shall be delivered inside District offices by a reputable common carrier approved by the SCM. The Vendor {Contractor} shall not use the U.S. Postal Service for the delivery of any SAP related material.

3.6.2.6.5 COPIES OF MATERIALS

The Vendor {Contractor} shall provide to the SCM for approval in advance of shipping (as determined at the PLM), copies of all school District mailings and shipments before they are sent to Districts. No item shall be sent to school Districts without prior approval from the SCM.

3.6.2.6.6 TEST MATERIALS SHIPMENT

The Vendor {Contractor} shall ship all test materials so that they arrive at least five (5) business days prior to testing. Delivery of these shipments shall be made inside of the District office to the designated recipient of the materials. The Vendor {Contractor} shall pack and ship materials in an organized manner that is not burdensome to the Districts/schools when they receive the materials.

3.6.2.6.7 RETURN OF MATERIAL

The Vendor {Contractor} shall ensure that all secure test materials will be transported back to the Vendor {Contractor} in a secure fashion.

3.6.2.6.7.1 OVERNIGHT RETURN OF ANSWER FOLDERS

The Vendor {Contractor} shall arrange to have used answer folders from the regular and make-up administrations returned to its offices from the school Districts via an overnight carrier. Answer folders completed during regular testing shall be returned by the Vendor {Contractor} at the end of the week of regular testing and all other used answer folders shall be returned at the end of the week of make-up testing.

3.6.2.6.7.2 RETURN NOTIFICATION

The Vendor {Contractor} shall notify the SCM of all regular, make-up, and return shipments that have not been received within four (4) business days after each test administration has been completed.

3.6.2.6.7.3 ANSWER FOLDER ACCEPTANCE

The Vendor {Contractor} shall accept answer folders from all students who were tested during the make-up period, even if the folders are not returned to the Vendor {Contractor} when scheduled, provided that they are delivered to the Vendor {Contractor} within ten (10) business days after the last day of the scheduled make-up period.

3.6.2.6.7.4 SECURE RETURN OF TEST BOOKLETS

Then Vendor {Contractor} shall ensure that all test booklets are returned to the Vendor {Contractor} by a secure means (i.e. tracking number and proper labeling) not more than three (3) business days after make-up testing has been completed. The Vendor {Contractor} shall account for 100% of the test booklets and shall be able to track the last known location of any lost test booklet.

3.6.2.6.7.5 NOTIFICATION OF MISSING TEST BOOKLETS

The Vendor {Contractor} shall notify the SCM of any missing test booklets within 24 hours of the discovery that the booklet(s) is (are) missing.

3.6.2.7 TEST MATERIALS SECURITY

The Vendor {Contractor} shall design and implement a system consisting of procedures and forms, to be approved by the SCM, that provides security for all secure test materials (both regular and make-up answer folders and test), by providing an accurate daily record of each items whereabouts, and assigning responsibility to specific individuals as test materials are received, stored, used, and returned.

The test material security shall follow the below minimum criterion and those requirements specified in Bid Solicitation {RFP} Sections 3.6.1.1, *Security Requirements* and 5.9, *Security and Confidentiality*:

3.6.2.7.1.1 TEST BOOKLET SECURITY

The Vendor {Contractor} shall ensure that a security system be used to ensure that only designated people have access to secure test materials before, during, and after their scheduled use.

3.6.2.7.1.2 SECURITY FORMS AND PROCEDURES

The Vendor {Contractor} shall devise a set of forms and procedures, to be approved by the SCM, which establish individual responsibility for the security of all secure test materials at all times during the test administration period until the secure materials are returned.

The Vendor {Contractor} shall:

a. Ensure test booklets shall be sealed on all open sides; and

b. Ensure that the SCM is informed within 24-hours about the loss of any secure test materials.

The CSA will receive test materials and assure the transfer of responsibility for these materials through the following sequence of individuals: DTCs, School Test Coordinators (STC) and Examiners. After the Examiners have administered the test, the sequence of responsibility returns

in reverse order to the CSA. In all instances, once the CSA takes possession of the test materials, the CSA and the building principal are ultimately responsible for all test materials.

3.6.2.8 DATA VERIFICATION PLAN

The Vendor {Contractor} shall complete the development and testing of all data processing-related procedures (including scoring and reporting) prior to each test administration to ensure that all procedures have been checked before any data processing steps (online delivery or paper-and-pencil delivery) processing begins. The Vendor {Contractor} shall monitor all aspects of data processing-related procedures.

The Vendor {Contractor} shall develop a data verification plan for each administration that describes in detail all of the steps to be implemented to demonstrate to the SCM that the final reports of results are accurate. The components of that plan shall include, at a minimum:

a. Processing and scanning procedures;

    1. A list of the scanners, including brand, model, and capacity/speed that shall be used;

    2. The number of scanners that shall be used;

    3. The scanner intensity levels that shall be considered a mark (student answer selection);

    4. The definition of what marks constitute a double mark; and

    5. Details for monitoring the intensity levels read during scoring, based on analyses of scanner output.

b. The scoring and reporting procedures;

c. The generation of data to check these procedures;

d. Identify the types of monitoring the Vendor {Contractor} shall be performing and the types of data that shall be presented to NJDOE to verify that the scanners are working properly through each scan run of actual scoring;

e. Provide a description of necessary editing of answer folders and headers that:

    1. Contain double grids or inaccurate gridding of printed information;

    2. Are coded incorrectly with respect to student, school or District identification; or

    3. Are deemed partially or wholly un-scoreable for some reason;

f. Include rules for editing each field on the answer folder, noting which shall be flagged, hand-checked and corrected where necessary and which fields will rely on scanner discrimination rules and not be hand edited;

g. A list of materials used for training editors shall be included in the plan;

h. A description of the edit reports that shall be produced to show which answer folders or header sheets need editing, the outcome of edits, and the procedures for monitoring the edit changes; and

i. As part of the data verification plan, the Vendor {Contractor} shall inventory the used answer folders received. The Vendor {Contractor} shall compare the number of used answer folders returned to the number on the header sheet (answer folder count form) and compare the

number returned to the number ordered by the school. The Vendor {Contractor}, in conjunction with the SCM, shall determine differences that might indicate that all answer folders were not returned and procedures for the Vendor {Contractor} to follow to quickly identify any answer folders that might have been left in schools or Districts, or lost by the answer folder return carrier.

The Vendor {Contractor} shall draft and revise the data verification plan and submit to the SCM for approval at least five (5) months prior to each test administration. If the SCM requests changes, the Vendor {Contractor} shall submit the edited document within five (5) business days of receipt of the request for edits.

3.6.2.9 PROCESSING AND SCANNING VERIFICATION STEPS

The Vendor {Contractor} shall adhere to the following minimum processing and scanning verification steps:

a. Verify the total quantities of test booklets and answer folders returned by schools;

b. Ensure that all pages are correctly ordered in test booklets and answer folders;

c. Monitor intensity levels read by each scanner;

d. Monitor reading of answer folders, student identification labels and other codes identifying answer folders and test booklets; and

e. Develop, implement, train the appropriate staff, and subsequently monitor guidelines for hand edits.

3.6.3 MATERIALS AND PROCEDURES REQUIRED FOR BOTH DELIVERY SYSTEMS

3.6.3.1 MATERIALS AND EDITING AND DEVELOPMENT SCHEDULE

The Vendor {Contractor} shall abide to the following material development schedule:

a. Year One (1) – During Year One (1) of the contract, the Vendor {Contractor} shall develop and produce new versions of the material/procedures referenced in section 3.6.3.1.1 through 3.6.3.1.3 of this Bid Solicitation {RFP} to coincide with the Vendors {Contractors} implemented assessments. The new materials shall be subject to the SCM's review and the Vendor {Contractor} shall resubmit revisions within ten (10) days of receipt for final approval. All updated materials shall be available as per the OYS; and

b. Year Two (2) through year Five (5) - The Vendor {Contractor} shall review the existing material referenced in section 3.6.3.1.1 through 3.6.3.1.3 (produced during year one (1)) of this Bid Solicitation {RFP} and submit proposed revised versions of each for approval by the SCM. The proposed, revised material shall be subject to review within ten (10) days of receipt by the SCM and the Vendor {Contractor} shall resubmit revisions within ten (10) days of receipt for final approval. All updated materials shall be available as per the OYS.

3.6.3.1.1 ASSESSMENT LITERATURE (TEST ADMINISTRATION MANUAL, SCORE INTERPRETATION MANUAL, PARENT/STUDENT/TEACHER GUIDE)

The Vendor {Contractor} shall prepare and produce the following products and materials associated with each test administration in sufficient quantities to support regular, make-up, large print, Braille, Spanish-language, and alternate (security breach of testing material) testing:

a. Test Administration Manuals;

b. Parent/Student/Teacher (PST) Guide - **Note:** Approximately 110,000 documents per assessment shall be produced per year beginning with the 2017-2018 for Grade 4 & 8 and the EOCA Biology, and 2018-2019 for EOCA Chemistry and Physics;

c. Score Interpretation Manual;

d. Additional assessment literature deemed necessary by the SCM - **Note:** The administration cost for any security breaches of testing materials will be assumed by Districts in which breaches occur. All test administration products and materials to be used before, during, or after each test administration shall be produced prior to the test administration during which they are to be used. Samples of these products and materials are provided in Appendices A and B – Current Test Administration Product and Material Samples;

e. The Vendor {Contractor} shall develop, produce, maintain, and distribute informational brochures, a web site and social media presence (e.g. Facebook, Twitter, etc.) for educators, parents, students, business and industry, and the general public; and

f. All assessment literature referenced in this section shall be web-accessible through a secure browser interface (Reference Section 3.1.4.1 of this Bid Solicitation {RFP}). The Vendor {Contractor} shall propose any potential use of social media distribution for these ancillary materials as well as other information of value to any and all stakeholders including students, parents, teachers, school and administrators. These materials shall complement and coordinate in look and message such materials available from PARCC so that all assessment related material has a consistent look.

3.6.3.1.2 PRE-TEST ADMINISTRATION PRODUCTS/MATERIALS

The following materials shall be produced prior to the administration of the each component of each Assessment.

3.6.3.1.2.1 PARENT/COMMUNITY INFORMATION PAMPHLET

The Vendor {Contractor} shall prepare and produce a Parent/Community Information Pamphlet in English and Spanish that describes the various SAP assessments. This pamphlet shall include, but not be limited to:

a. A description of the Assessment background;

b. A description of the reasons for test administration;

c. A description of the benefits to the State and the students tested; and

d. Other important information suggested by the Vendor {Contractor} and NJDOE.

Note: Approximately 110,000 pamphlet documents per assessment shall be produced per year beginning with the 2017-2018 for Grade 4 & 8 and the EOCA Biology, and 2018-2019 for EOCA Chemistry and Physics.

3.6.3.1.2.2 STUDENT PREPARATION BOOKLET

The Vendor {Contractor} shall develop, produce, and maintain a Student Information and Preparation Booklet containing a description of each assessment and the materials that shall assist students as they prepare to take the assessment. This booklet shall also contain sample items, along with other NJDOE and Vendor {Contractor} suggested information to help prepare students

for the test. Sample items in this booklet shall be taken from the item bank and are items that have been identified as no longer eligible for inclusion on an operational test.

After the first year, the booklets shall be reprinted with relevant changes approved by the SCM, in subsequent years (e.g. in any year that the booklet is not being created for the first time (years two (2) through seven (7) plus any extension years)). Sufficient quantities of this booklet must be delivered no later than three (3) months prior to the test date to schools for distribution to all students in Grades 4 and 8 and all students taking an EOCA course.

3.6.3.1.2.3 DISTRICT/SCHOOL TEST COORDINATOR MANUAL (DSTC Manual)

The Vendor {Contractor} shall develop, produce, and maintain a District Test Coordinator/School Test Coordinator (DTC/STC) Manual (DSTC Manual) that outlines the duties of the DTC/STC and provides these officials with all the information needed to perform their part in administering the testing program. The DSTC Manual shall contain information for both the PBA and MSA components of the test administration and for both CBT and paper-and-pencil modes of administration. The DSTC Manual shall be submitted to the SCM by no later than the beginning of the 3rd full week in July. If the SCM requests changes the Vendor {Contractor} shall submit the edited document within five (5) business days to the SCM for approval. The DSTC Manual will be updated for each administration (yearly).

3.6.3.1.2.4 EXAMINER MANUAL

The Vendor {Contractor} shall develop, produce, and maintain an Examiner's Manual that contains information and directions for the standardized administration of each assessment in winter and spring (EOCA winter administration is only for schools with block scheduling). This document shall contain administrative instructions and verbatim text to be read to students for each test administration. The Vendor {Contractor} shall produce approximately one (1) manual per 15 students per test administration. For each component's administration, multiple versions of the manual shall be needed to accommodate embedded field-testing.

Since there is an optional paper-and-pencil component, the Examiner Manuals must address both computer-based information and paper-and-pencil information.

3.6.3.1.2.5 INSTRUCTIONAL GUIDE FOR SBT CONSTRUCTED RESPONSE SCORING

The Vendor {Contractor} shall:

a. Prepare and produce SBT Scoring Instructional Guides that provides teachers with information and the generic scoring rubrics for scoring the SBT Constructed Response (CR) items. The Vendor {Contractor} shall obtain 300 student responses to each CR item so that several sample responses at each score point on the rubric can be included in the guide;

b. Ensure that sample items in these documents are taken from each of the SAP's PBA tasks that appear in the NJDOE Directories of Test Specifications and Sample Items for the SAP subject area. For each subject area, the document shall include two (2) CR items; and

c. Produce the instructional guides for scoring on CD-ROM. Sufficient copies shall be produced to allow for five (5) copies for each school, two (2) copies for each District, one (1) copy for each county office, and 100 copies for the NJDOE.

3.6.3.1.2.6 REFERENCE SHEET FOR EACH SUBJECT AREA

The Vendor {Contractor} shall ensure that appropriate reference sheets (e.g. periodic table, equation sheets, and any other items needed for a student to complete the assessment) be

provided as determined by the SCM for each student for each administration of each assessment, regardless of the mode of administration.

3.6.3.1.3 MAKE-UP TEST ADMINISTRATION

The Vendor {Contractor} shall ensure that a make-up test be administered the week after the regular administration to students who did not attend the regular administration of each assessment. The Vendor {Contractor} should assume that approximately 25,000 students will be tested during the make-up period, 65% via CBT and 35% via paper-and-pencil. However, these numbers are subject to change.

3.6.3.2 EXTERNAL PROOFING

The Vendor {Contractor} shall have the Camera-Ready Version of all testing booklets, documents, and publications reviewed by an authoritative source not employed by the Vendor {Contractor}, but previously approved by the SCM. A written statement from the external source shall be issued to the SCM three (3) months prior to the test administration assuring the external review has been completed and the copy is accurate (Reference Section 3.2.5.1(c) of this Bid Solicitation {RFP}).

3.6.3.3 EDITORIAL REVIEW

The Vendor {Contractor} shall provide an editorial review, corrections, and written assurances that all published materials, including forms, letters, memos are free of error and are consistent with formatting, printing, and language specifications as identified in this Bid Solicitation {RFP}. The Vendor {Contractor} shall ensure that the ESG to be used is approved by the SCM per Section 3.2.10 of this Bid Solicitation {RFP}.

3.6.3.4 OVERAGE

The Vendor {Contractor} shall provide a 5% overage of all materials (including test books) to the school District and a 3% overage of all other materials (including test books) to each school to cover unanticipated shortages, such as materials damaged in shipping, materials that are unusable because of production errors, etc. This percentage is to be based on the number of students who are scheduled to be tested in the District.

3.6.3.5 SCORING AND REPORTING VERIFICATION STEPS

The Vendor {Contractor} shall, at a minimum:

a. Develop procedures for the Vendor {Contractor} and NJDOE to independently verify the calibrating, scaling, and equating of the test;

b. Develop procedures for the Vendor {Contractor} and NJDOE to independently verify the Module scores;

c. Verify that all items are scored correctly;

d. Verify that all Reader scores are correctly transferred to the student's record;

e. Verify that the correct number of Readers scored each response;

f. Verify that the final scores on writing tasks are correctly calculated;

g. Verify that all aggregated scores are correctly rounded and reported;

h. Arrange for actual answer folders to be processed early, scanned, and scored, and generating all student, school, District, and State reports to be independently proofed by the Vendor {Contractor} and NJDOE staff; and

i. Arrange for the final files and all reports of state and District results to be generated and independently proofed by the Vendor {Contractor} and NJDOE staff prior to shipping reports.

3.6.3.6 GENERATION OF DATA FOR CHECKING PURPOSES

The Vendor {Contractor} shall:

a. Ensure that all mock data is generated and all aspects of processing, scanning, scoring, and reporting are completed and proofed at least one (1) month prior to each test administration;

b. Ensure that the early processing for report verification purposes are completed at least 30 business days prior to the arrival date of the first reports in the Districts; and

c. Ensure that the final files and a copy of each report are delivered to the SCM at least ten (10) business days prior to the first release of reports to Districts. Reports shall not be released until the SCM has reviewed the files and the reports and has approved them. This may take up to five (5) business days.

3.6.3.7 COUNTY-DISTRICT-SCHOOL (CDS) MASTER FILE AND MATERIAL SURVEY (MATERIAL SURVEY)

At the beginning of the contract, the SCM will provide the Vendor {Contractor} with a County-District-School (CDS) data file containing a list of the Districts and schools (names and identification numbers), the name of the District Test Coordinators (DTCs), and the numbers of students tested during the previous year.

Upon receipt of the file, the Vendor {Contractor} shall:

a. Maintain the list of DTCs and CDS file and update it as notified by the SCM by continuously updating the list, and providing a copy of the data file to the SCM at the end of the contract. The CDS master file shall be updated utilizing the Vendor {Contractor} distributed Material Survey for each test administration. Based on the information from the Material Survey, five (5) hard copy lists of schools, DTCs, and other information shall be produced by the Vendor {Contractor} and presented to the SCM within 15 business days of the close of the material survey. An electronic version of the master file shall also be made available to the SCM upon request **Note:** The number of Districts may change slightly during the term of the contract. New Jersey Districts vary greatly in size;

b. Survey the Districts at least 45 business days prior to each test administration to determine the quantities of test materials required for each District for each assessment (both for the online delivery and paper-and-pencil delivery). ;

c. Prepare an electronic form indicating the number of students anticipated to be tested in each school for each assessment and whether the mode of administration is online or paper-and-pencil (based on information obtained from the Material Survey). The form shall include a history of the previous year's enrollment in each assessment with the actual number of students tested from each school. The Vendor {Contractor} shall mail (mail and e-mail) the DTC a memorandum providing directions for the completion of the online Material Survey. The Vendor {Contractor} shall notify the DTC that it is to adjust the counts, update contact information as appropriate, and complete the form as directed through the Vendor's {Contractor's} secure website;

d. With final approval from the SCM, decide on the method used to determine the final number of students per assessment in each school. The Vendor {Contractor} shall use the number of students reported on population updates and those actually tested in each school during previous administrations as well as information from the Material Survey to determine the final numbers. This number shall be the basis for determining the quantities of materials to be shipped for each school and District (both for CBT and paper-and-pencil administration). The Vendor {Contractor} shall generate packing lists based on these numbers; and

e. Provide the SCM with a summary of these counts for the State and each District, prior to shipping the test materials to the school Districts.

3.7 SCORING/TRAINING

The Vendor {Contractor} shall design and implement a system to process, score, and report the results of student responses for each administration. Subsequently, the Vendor {Contractor} shall develop procedures to verify the accuracy of data produced at each processing step. The Vendor {Contractor} shall adhere to the following scoring criterion:

a. Ensure that the field test and operational administrations of the PBA and MSA components of each science assessment (including the make-up administrations) are scored;

b. Ensure that all online delivered tests and all used answer folders submitted on behalf of students who participate in regular and make-up administrations of the SAP are scored; and

c. Ensure that all raw score totals for each component are used to calculate equated scores on an original scale to be developed by the NJDOE. The SCM has final approval for all aspects of the scoring procedures used.

3.7.1 MACHINE-SCOREABLE ITEM SCORING

All machine-scoreable items shall be "rights only (correct items only)" scored. The Vendor {Contractor} shall create scoring keys for all test administrations. The scoring keys shall include the item identification number; item type; item location; and scoring keys for machine-scoreable items. The Vendor {Contractor} shall independently verify all answer keys used in the scoring of the MSA and seek final approval from the SCM. The Vendor's {Contractor's} procedures shall provide for at least two (2) people to verify each answer key.

Note: The Braille, large-print and alternate forms of the test may often require separate scoring keys and score scales.

3.7.2 SCORING FOR CR ITEMS

The Vendor {Contractor} shall follow the below criteria for the scoring of the PBA writing tasks:

a. Create scoring materials;

b. Conduct scoring training;

c. Score operational responses and expedite scoring of responses from schools that provide their results on an early schedule;

d. Implement quality control scoring procedures;

e. Ensure that an item-specific rubric shall be used to score each CR item for each assessment.

1. CR items shall be scored on a one (1) to four (4) scale with each item scored by two (2) Readers;

2. If the two (2) scores are not identical or adjacent for a particular response, then a third Reader, who shall be deemed to be an Expert Reader as identified by the NJDOE, shall score the response; and

3. For students whose two (2) scores are identical or adjacent, his/her score shall be the sum of the two (2) scores. For students whose scores are not identical or adjacent (i.e. either a score of 1 and 3, 2 and 4, or 1 and 4), the student's score shall be the sum of the 3rd Reader's score and that score that is closer to the 3rd Reader's score. In the case where, for example, the first two (2) scores are a one (1) and a three (3) and the 3rd Reader awards a score of 2, then the student's score shall be 2*2.

f. Prior to and during scoring of the CR responses, the Vendor {Contractor} shall cover all expenses for four (4) individual designated by the NJDOE to be at the scoring site for a maximum of seven (7) days for each assessment (Reference Sections 3.7.2.3 and 3.8.15 of this Bid Solicitation {RFP});

g. Provide all necessary copies of the materials to support scoring activities, and for all costs associated with each meeting; and

H. Complete all written communications with each assessment's Readers through application, selection, and notification phases of this activity.

3.7.2.1 SCORING PROCEDURES

3.7.2.2 RANGE FINDING FOR CONSTRUCTED RESPONSE (CR) ITEMS

Prior to beginning scoring for each assessment, the Vendor {Contractor} and SCM designated NJDOE personnel shall meet to select CR responses that represent each of the score points on the scoring rubric for each of the items.

3.7.2.3 TRAINING AND QUALIFYING PAPER SET SELECTION FOR CR ITEM SCORING

The Vendor {Contractor} shall conduct a session, led by the Scoring Manager, and consisting of no fewer than two (2) other Vendor {Contractor} personnel for the purpose of identifying sets of responses for training and qualifying Readers. There shall be at least 150 responses selected for inclusion in qualifying packets. The Vendor {Contractor} shall plan for up to four (4) NJDOE staff or representatives to participate in this session. The Vendor {Contractor} shall cover all expenses including, but not limited to travel, accommodations, and meals for the NJDOE staff or representatives.

3.7.2.4 TEAM LEADER TRAINING FOR CR ITEMS

The Vendor {Contractor} shall conduct training and qualifying sessions for all Team Leaders and Expert Readers used in this project. Training shall include the identification of non-scoreable responses, unusual prompt treatment, and alert situation responses.

3.7.2.5 READER TRAINING/QUALIFICATIONS FOR CR ITEMS

All Readers shall be trained and qualified according to criteria established by the NJDOE. Readers shall score writing tasks in three (3) of six (6) qualifying packets and have at least 90% agreement (within one (1) point) with criterion scores. Each-qualifying packet shall contain 20 to 25 scored CR items.

3.7.2.6 STATUS REPORTS FOR CR ITEMS

The Vendor {Contractor} shall develop daily status reports during scoring of the CR items (including inter-rater reliability, number of scores at each point of the rubric and breakdowns by various elements of the rating). These updates shall be provided to the SCM within five (5) business days after the conclusion of the scoring session.

3.7.2.7 FIELD TEST RANGE FINDING

Prior to scoring the field tested items, the Vendor {Contractor}, selected representatives from the respective Content Committees, and NJDOE personnel shall meet to score selected responses that represent each of the score points on various rubrics to be used. These meetings shall occur per the requirements set forth in Section 3.8.14 of this Bid Solicitation {RFP}. The Vendor {Contractor} shall present the proposed meeting locations to the SCM for approval prior to any commitment by the Vendor {Contractor}.

The Vendor {Contractor} shall cover all expenses for up to four (4) individuals (three (3) content committee members and one (1) NJDOE staff person) per content area per grade level designated by the SCM who shall participate in field test range finding for a maximum of five (5) days for each assessment. For each CR field test item, the Vendor {Contractor} shall score a minimum of 1,500 student responses.

3.7.2.8 SCORING QUALITY CONTROL PROCEDURES

Quality control procedures are intended to quickly identify individual Readers who are failing to maintain acceptable scoring standards and using corrective strategies.

The Vendor {Contractor} shall provide the following, at a minimum:

a. Contribute additional ideas and procedures to monitor and maintain scoring quality. As part of the scoring specifications for each administration, the Vendor {Contractor}, in consultation with NJDOE, shall plan a combination of monitoring and maintenance procedures to most efficiently maintain the required high levels of scoring accuracy. The SCM shall give final approval to these procedures;

b. Daily Systematic Review of Hand Scoring Reports - Room, team and individual statistics (reference Section 3.7.2.8(c-f)) shall be reviewed by the Scoring Directors at the middle and end of daily scoring sessions, at a minimum. The Site Scoring Director and Room Scoring Director, in consultation with NJDOE, shall develop strategies to deal with group and individual scoring problem evident from the reports. Strategies shall be implemented by the Room Scoring Directors, in conjunction with Team Leaders, under the direction of the Site Scoring Director. Reports shall be shared with Team Leaders as required by the SCM;

c. Systematic Read Behinds - The Vendor {Contractor} shall devise a strategy for conducting systematic read behinds for all Readers. Room Scoring Directors and Team Leaders shall monitor individual Reader performance by conducting online read behinds. Read behinds shall be conducted systematically for all Readers, beginning the first day of scoring;

d. Targeted Read Behinds – The Vendor {Contractor} shall devise strategies for initiating and conducting targeted read behinds. Target read behinds shall be conducted to target Readers who have been identified as demonstrating difficulty such as high and/or no variance in scoring and deficiencies identified in Section 3.7.2.8(f). Close attention shall be paid to the particular score points with which the Reader seems to be having difficulty. This information can be obtained by reviewing validity scores and second Reader scores. The Team Leader shall discuss with the individual Reader the incorrectly scored papers;

e. Scoring Validity Sets – The Vendor {Contractor} shall devise a strategy for distributing validity sets among Readers. Each Reader shall score one (1) validity set per day for the first two (2) weeks of scoring, and one (1) every other day for the remainder of scoring. Validity sets shall include responses at all score points; and

f. Automatic Targeting – A Reader shall be automatically targeted for individual monitoring if the Reader has 71% or less perfect agreement on a validity packet, 90% on less perfect or adjacent agreement on the daily Inter-rater Reliability Report, or a daily score point distribution that is significantly different from the room's distribution. The individual Reader spreadsheets shall be produced for the Reader until the scoring problem is resolved. The room and Team Leaders shall implement and document monitoring and correction activities to bring the scoring of the Reader up to standard (71% or less perfect agreement on a validity packet, 90% or less perfect on adjacent agreement on the daily Inter-rater Reliability Report). The Vendor {Contractor} shall devise and establish procedures for monitoring Readers who fall below the required standard.

3.7.3 BRAILLE AND LARGE-PRINT TEST SCORING

The Vendor {Contractor} shall develop procedures for comparable scoring of modified Braille and large-print test to the unmodified version. This special scoring may involve equating the modified version with the unmodified version of the test.

3.7.4 SPANISH-LANGUAGE TEST SCORING

The Vendor {Contractor} shall develop procedures for comparable scoring of the Spanish-language translated test to the unmodified version. This special scoring may involve equating the modified version with the unmodified regular administration version of the test.

3.8 MEETINGS

The Vendor {Contractor} shall organize and convene a variety of meetings for the purpose executing the contract. Several meetings shall be conducted for each test administration. The Vendor {Contractor} shall ensure that all meetings are conducted on Business Days and that its Lead Item Writer for each assessment attends each meeting at which test items are discussed. There also shall be an annual meeting for School District Coordinator training (Reference Bid Solicitation {RFP} Section 3.8.9). NJDOE staff will be in attendance at each meeting.

Note: All stipends and reimbursements are the responsibility of the Vendor {Contractor} and will not be reimbursed by the State.

The following subsections describe the meetings and the requirements of each meeting:

3.8.1 PLANNING MEETINGS

The Vendor {Contractor} shall conduct four (4) 2-day quarterly[KAT5] Planning Meetings for grade level (grades 4/5, 8, and comprehensive high school EOCA), with each Planning Meeting to be held at least once every quarter. The Vendor {Contractor} shall prepare for up to six (6) NJDOE members and the appropriate Vendor's {Contractor's} staff to attend.

a. One (1) of these meetings shall be held in New Jersey, within one (1) day or two (2) days in advance of the TAC meeting (Reference Section 3.8.2);

b. One (1) or more of the meetings may be held at a location deemed appropriate by the SCM, either in New Jersey or at the Vendor's {Contractor's} site;

c. Up to two (2) meetings may be held via video/web conferencing, if the Vendor {Contractor} obtains prior approval at least 45 calendar days in advance of the scheduled date to confirm operational feasibility from the SCM for the process;

d. Accommodations. The Vendor {Contractor} shall secure suitable accommodations for the meeting (Reference Sections 3.8.13.2 and 3.8.14 of the Bid Solicitation {RFP});

e. Meals/Refreshments. The Vendor {Contractor} shall arrange for meals and refreshments for the meeting attendees; and

f. Meeting Materials. At least five (5) business days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations, the agenda, and meeting materials/handouts to prepare for the meeting.

3.8.2 TECHNICAL ADVISORY COMMITTEE (TAC) MEETING

The Vendor {Contractor} shall coordinate a two (2) business day Technical Advisory Committee (TAC) meeting, up to two times each year in New Jersey. The TAC consists of up to eight (8) members, mostly educational professionals, selected by the SCM. In addition to the TAC members, the Vendor {Contractor} shall prepare for up to 12 NJDOE members and the appropriate Vendor's {Contractor's} staff to attend.

The Vendor {Contractor} shall provide, at a minimum, the following:

a. Accommodations - The Vendor {Contractor} shall secure suitable accommodations for the meeting (Reference Sections 3.8.13.2 and 3.8.14);

b. Meals/Refreshments - The Vendor {Contractor} shall arrange for meals and refreshments for the meeting attendees.

c. Meeting Materials - At least five (5) business days before the meeting, each TAC member, the SCM, and all NJDOE staff identified by the SCM scheduled to be in attendance shall receive invitations, the agenda, and meeting materials/handouts to prepare for the meeting;

d. Travel - The Vendor {Contractor} shall arrange and confirm travel to and from each TAC meeting, which shall include overnight lodging for up to three (3) nights for each TAC member as needed. The Vendor {Contractor} shall be responsible to reimburse each TAC member for personal meals, travel expenses (including rail and airplane tickets), tolls, parking, and lodging as appropriate.

3.8.3 ITEM WRITER TRAINING MEETING

The Vendor's {Contractor's} Lead Item Writers shall attend one (1) two (2) business day Item Writer Training Meeting per assessment prior to the development of items for field testing for the first year of the contract, and each year thereafter. NJDOE Content Specialists and up to four (4) selected Content Committee members will provide the training. The Lead Item Writers shall come to the training prepared with at least 40 MSA items and four (4) PBA SBTs for each assessment, written to the test specifications and reflecting all item types (Reference Section 3.8.14).

a. Accommodations - The Vendor {Contractor} shall secure suitable accommodations for the meeting (Reference Sections 3.8.13.2 and 3.8.14);

b. Meals/Refreshments - The Vendor {Contractor} shall arrange for meals and refreshments for the meeting attendees; and

c. Meeting Materials - At least five (5) business days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations, the agenda, and meeting materials/handouts to prepare for the meeting.

3.8.4 FIELD TEST ITEM REVIEW MEETING

The Vendor {Contractor} shall conduct three (3) three (3) business-day meetings of each assessment Content Committee (to include up to 15 members per committee), for a total of nine (9) business days each year to be scheduled prior to assessment administration. The Content Committees will review all items to be field tested, including all machine-scoreable items and CR items).

a. Accommodations - The Vendor {Contractor} shall secure suitable accommodations for the meeting (Reference Sections 3.8.13.2 and 3.8.14 of the Bid Solicitation {RFP});

b. Meals/Refreshments - The Vendor {Contractor} shall arrange for meals and refreshments for the meeting attendees; and

c. Meeting Materials - At least five (5) business days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations, the agenda, and meeting materials/handouts to prepare for the meeting.

3.8.4.1 RANGE FINDING MEETING (OPERATIONAL ITEMS)

The Vendor {Contractor} shall conduct a multi-day meeting (i.e., up to five (5) business days) for a subset of each assessment Content Committee [three (3) Committee members per Content Committee] to be scheduled prior to assessment administration each year. The Content Committees shall set the scoring criteria and ranges for all of the CR items present on the Operational Test section. The Vendor {Contractor} shall select at least 100 responses for the Committee to review for each operational item to be reviewed. The Vendor {Contractor} shall also supply the subcommittee with a copy of the results from the Field Test Range Finding Meeting for the specific items (Reference Section 3.8.14 of this Bid Solicitation {RFP}).

a. Accommodations. The Vendor {Contractor} shall secure suitable accommodations for the meeting (Reference Sections 3.8.13.2 and 3.8.14 of the Bid Solicitation {RFP});

b. Meals/Refreshments. The Vendor {Contractor} shall arrange for meals and refreshments for the meeting attendees; and

c. Meeting Materials. At least 90 days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations and the agenda. The meeting materials/handouts shall be delivered to the SCM only five (5) business days in advance of the meeting. The Vendor {Contractor} shall supply the Committee members with the materials as instructed by the SCM.

3.8.4.2 RANGE FINDING MEETING (FIELD TEST ITEMS)

The Vendor {Contractor} shall conduct a multi-day meeting (i.e., up to five (5) business days) for a subset of each assessment Content Committee (3 Committee members per Content Committee) following testing each year. The Committees shall set the scoring criteria and ranges for all of the CR items present on the Field Test section. The Vendor {Contractor} shall select at least 30

responses for the Committee to review for each field tested CR item. The Vendor {Contractor} shall use the results of this meeting to train the test scorers (Reference Section 3.8.14 of this Bid Solicitation {RFP}).

a. Accommodations - The Vendor {Contractor} shall secure suitable accommodations for the meeting (Reference Sections 3.8.13.2 and 3.8.14 of the Bid Solicitation {RFP});

b. Meals/Refreshments - The Vendor {Contractor} shall arrange for meals and refreshments for the meeting attendees; and

c. Meeting Materials - At least five (5) business days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations, the agenda, and meeting materials/handouts to prepare for the meeting.

3.8.5 SENSITIVITY REVIEW MEETING

The Vendor {Contractor} shall conduct a three (3) business day meeting for the Sensitivity Review Committee (consisting of a maximum of 15 members) for each assessment each year to review the field test item statistics for each item and the writing task responses. Prior to this meeting, all necessary analyses, such as item statistics as well as reliability, item bias and correlation analyses shall be sent to NJDOE's Measurement Specialist assigned to work on this assessment. The Committee will recommend from a Sensitivity-Review perspective which field-tested items need to be revised and/or not accepted into the operational item bank. Every two (2) years, the duration of the Sensitivity Review Meeting shall require four (4) business days. The extra day shall be used to conduct training for the Sensitivity Review Committee (Reference Section 3.8.14 of this Bid Solicitation {RFP}).

a. Accommodations - The Vendor {Contractor} shall secure suitable accommodations for the meeting (Reference Sections 3.8.13.2 and 3.8.14 of the Bid Solicitation {RFP});

b. Meals/Refreshments - the Vendor {Contractor} shall arrange for meals and refreshments for the meeting attendees; and

c. Meeting Materials – At least five (5) business days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations, the agenda, and meeting materials/handouts to prepare for the meeting.

3.8.6 STATISTICAL ITEM REVIEW MEETING

The Vendor {Contractor} shall conduct a three (3) business day meeting for the Content Committee for each assessment to review writing task responses and the field test item statistics for each item (Reference Section 3.8.14 of this Bid Solicitation {RFP}). Prior to this meeting, all necessary analyses, such as item statistics; as well as reliability, item bias, and correlation analyses shall be sent to NJDOE's Measurement Specialist assigned to work on this assessment. The Committees shall recommend which field-tested items are to be accepted into the operational item bank.

3.8.7 SPANISH-LANGUAGE TEST REVIEW MEETING

The Vendor {Contractor} shall host a five (5) business day meeting for a Spanish-Language Test Review Committee (to include up to 15 members). All forms and test materials translated into Spanish will be reviewed at this meeting for all levels (elementary school, middle school, and high school).

a. Accommodations - The Vendor {Contractor} shall secure suitable accommodations for the meeting (Reference Sections 3.8.13.2 and 3.8.14 of the Bid Solicitation {RFP}). In addition this meeting shall require three (3) separate rooms at the meeting location;

b. Meals/Refreshments - the Vendor {Contractor} shall arrange for meals and refreshments for the meeting attendees; and

c. Meeting Materials – At least five (5) business days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations, the agenda, and meeting materials/handouts to prepare for the meeting.

3.8.8 PERFORMANCE STANDARD SETTING COMMITTEE

The Vendor {Contractor} shall host a three (3) business day meeting for each assessment to set the performance standards with committees whose members are selected by the SCM and are representing relevant constituencies to be determined by the NJDOE (Reference Section 3.8.14 of this Bid Solicitation {RFP}).

3.8.9 COORDINATOR TRAINING

The Vendor {Contractor} shall:

a. Ensure that Coordinator Training (i.e., District Test Coordinators and School Test Coordinators) for each assessment is conducted annually for all school Districts participating in each SAP administration. Two (2) or more people may attend from each of about 600 Districts (one (1) from the District and one (1) from each school). The District representatives may attend one (1) of three (3) morning sessions that shall be held in three (3) regions (north, central and south) of the state;

b. Ensure that all sessions are conducted in suitable facilities, pre-approved by the SCM, and that attendees are provided morning refreshments;

   NOTE: The Vendor {Contractor} shall not schedule meetings in all three (3) regions on the same day, as the Science Coordinator and Content Specialist will need to attend each meeting.

c. Provide a secure website for participants to pre-register their attendance for a specific session (Reference Section 3.1.4 of this Bid Solicitation {RFP});

d. Provide overnight accommodations and meals for two (2) NJDOE staff member as needed; and

e. Prepare training packets containing the Coordinator Manual, presentation handouts, Power Point handouts, and any additional material deemed necessary (reference Section 3.6.3.1.2.3 of this Bid Solicitation {RFP}).

Additionally, the Vendor {Contractor} shall adhere to the following Coordinator Training criterion:

f. Ensure that District Test Coordinators and School Test Coordinators for the Grade 4 and Grade 8 assessments shall have separate training sessions from those for the EOCA (Reference Section 3.8.14 of this Bid Solicitation {RFP});

g. Maintain a record of the attendance of District personnel at each session and distribute all materials to attendees; and

h. Disseminate training packets to Districts and county offices that were not represented at the training meetings within two (2) business days of the conclusion of training.

3.8.10 POST-REVIEW MEETING

Within 15 business days of the conclusion of each testing cycle the Vendor {Contractor} shall host a Post-Review Meeting. Topics to be discussed include, but are not limited to:

a. Lessons learned; and

b. Improvement plans

The Vendor {Contractor} shall ensure that all necessary Vendor {Contractor} personnel is present and should expect an attendance of approximately five (5) to seven (7) NJDOE personnel (Reference Section 3.8.14.1.2 of this Bid Solicitation {RFP}).

3.8.11 REPORT REVIEW MEETING

The Vendor {Contractor} shall ensure that no more than ten (10) business days prior to the release of the aggregate reports, two (2) to five (5) NJDOE personnel will check all report components in final form to ensure the correctness of data and the reporting program. The process will require no more than five (5) business days.

An additional meeting to complete preliminary work checking draft score reports shall be scheduled approximately 25 business days prior to the release of individual reports. This preliminary meeting shall require five (5) business days. Should the SCM determine the Report Review Meeting be hosted at the Vendor's {Contractor's} site, the Vendor {Contractor} shall cover all costs associated (including travel, meals, lodging, etc. of NJDOE personnel).

3.8.12 UNPLANNED MEETING(S)

The Vendor {Contractor} shall assume that one (1) additional three (3) day unplanned committee meeting each year per Content Committee may be held (Reference Sections 3.8.13 and 3.8.14 of this Bid Solicitation {RFP}).

3.8.13 COMMITTEE MEETING SPECIFICATIONS

The Content Committee and Sensitivity Review Committee each has approximately 15 members.

The Vendor {Contractor} shall, at a minimum:

a. Prepare and send invitations to all committee members and appropriate NJDOE staff at least three (3) months in advance of any meeting;

b. Maintain and provide to the SCM, an up-to-date list of Committee member contact information (including current mailing and email addresses, telephone numbers, etc.);

c. Adhere to the following general specifications for each committee meeting:

3.8.13.1 MEETING REPORT

A report of the proceedings of each committee meeting including conclusions, decisions, a list of those members who attended the meeting and any other relevant information or information requested by the SCM shall be provided by Vendor {Contractor} for each meeting. A report shall be submitted to the SCM within ten (10) business days after each meeting.

3.8.13.2 ACCOMMODATIONS

The Vendor {Contractor} shall:

a. Ensure all meetings are held in facilities as agreed to and approved by the SCM in advance of a meeting;
b. Ensure all meeting locations are centrally located in the State and are accessible by major highways in New Jersey;
c. Ensure that there is a meeting room for each of the committees;
d. Ensure that there is a large room for general meetings before and/or after individual meetings, if necessary; and
e. Ensure that accommodations are secured at least three (3) months prior to any committee meeting.

3.8.14 MEETING LOGISTICS

The SAP requires considerable and ongoing planning and training effort, requiring Planning Meetings between the Vendor {Contractor} and the SCM, training sessions for District staff, and consultations with the EWG (Reference Sections 3.8.4 through 3.8.8 of this Bid Solicitation {RFP}).

3.8.14.1 LOCATION FOR COMMITTEE MEETINGS AND OTHER MEETINGS

The Vendor {Contractor} must submit a proposed meeting site to the SCM for approval at least four (4) months prior to the meeting for committee meetings (including Standard Setting, Content Committee, EWGs, and TAC) and at least six (6) weeks for other meetings (Planning Meetings, Item Writer Training, Post-Review Meetings, and Report Review Meetings). The Vendor {Contractor} shall only book a venue once it has obtained approval from the SCM.

3.8.14.1.1 LOCATION FOR COMMITTEE MEETINGS

The Vendor {Contractor} shall ensure that committee meetings (including Standard Setting, Content Committee, EWGs, and TAC), and training events use facilities in New Jersey such as hotels, conference halls, university settings, or other appropriate locations, which are easily accessible by a major New Jersey highway, and have been approved by the SCM.

3.8.14.1.2 LOCATION FOR OTHER MEETINGS

The Vendor {Contractor} shall ensure that other meetings (Planning Meetings, Item Writer Training, Post-Review Meetings, and Report Review Meetings) are held in locations approved by the SCM. These meetings may be held at the Vendors {Contractors} site providing the SCM deems this advantageous to the State of NJ and the NJDOE. For all meetings held at the Vendor's {Contractor's} site the Vendor {Contractor} shall cover all costs for NJDOE personnel including but not limited to travel expenses, accommodations and meals.

3.8.14.2 MATERIALS

The Vendor {Contractor} shall provide all materials necessary for the successful completion of each meeting. During the meeting, the Vendor {Contractor} shall ensure the security of all materials on site. At the conclusion of the meeting, the Vendor {Contractor} shall be responsible for disposing of all secure materials not needed by the NJDOE.

3.8.14.3 PHONE AND MEETING SUPPORT MATERIALS

The Vendor {Contractor} shall provide, at a minimum:

a. Phone with long-distance and local access (in at least one (1) of the meeting rooms);

b. Facsimile (Fax) line and machine for NJDOE and Vendor {Contractor} use (on site);

c. Computer with internet access and printer (in at least one (1) of the meeting rooms);

d. Audio-visual equipment in all meeting rooms, if needed);

e. Photocopying and faxing capabilities for the use of NJDOE staff (on site); and

f. Stationery supplies (pens, pencils, highlighters, post-its, pads, flip charts, whiteout, etc.) and reference materials (dictionaries, thesaurus, etc.) in all meeting rooms.

3.8.14.4 ARRANGEMENTS

The Vendor {Contractor} shall make arrangements for but not limited to:

a. Meeting sites;

b. Meals (as required);

c. Refreshments;

d. Lodging (as required);

e. Registration;

f. Photocopying; and

g. Other logistical costs including:

    1. Participant stipends; and

    2. Mileage/toll reimbursements, where applicable.

3.8.14.5 MEALS AND REFRESHMENTS

Refreshments (beverages such as water and coffee) shall be provided for all attendees at all committee meetings and training sessions.

3.8.14.5.1 MEALS AND REFRESHMENTS FOR COMMITTEE MEETINGS

The Vendor {Contractor} shall provide lunch at all committee meetings to all participants including

a. Committee members;

b. NJDOE staff; and

c. Vendor {Contractor} staff.

3.8.14.5.2 MEALS AND REFRESHMENTS FOR DISTRICT TRAINING

The Vendor {Contractor} shall provide lunch at all District training sessions for all NJDOE Staff in attendance.

3.8.14.6 MEETING STIPEND AND OTHER COMPENSATION

The Vendor {Contractor} shall adhere to the following minimum compensation requirements:

a. For Standard Setting and Content Committees, EWG, and Sensitivity Review Committee work, substitute teacher stipends for teachers under contract to a District shall be paid at the rate of $120 per day directly to the District, with teachers compensated for mileage and tolls, according to the standard state rates;

b. Teachers not under contract or contract teachers on a school break (Winter, Spring, long weekend, summer) or utilizing personal time shall be paid the stipend directly, along with mileage and toll reimbursements;

c. The Technical Advisory Committee (TAC) member stipend is $1,500 per day plus reimbursement for travel expenses. The Vendor {Contractor} shall arrange and pay for directly or reimburse for the meals, lodging, and transportation costs to attend these meetings. The Vendor {Contractor} shall adhere to the standard State reimbursement rates for District staff for all meetings. The Vendor {Contractor} shall reference the following link for reimbursement rates: http://www.state.nj.us/infobank/circular/cir0405b.htm; and

d. The Vendor {Contractor} shall adhere to State of New Jersey Appropriations Handbook, General Provisions #41 (http://www.nj.gov/treasury/omb/publications/17approp/FullAppropAct.pdf, regarding standard State rates for mileage reimbursement. The current reimbursement rate is $0.31 per mile. As changes are made to the State's Appropriations Handbook, the Vendor {Contractor} shall adjust the rate accordingly.

Note: All meeting expenses accumulated, including stipend, regardless of whether the meetings are held, postponed, or cancelled, shall be the responsibility of the Vendor {Contractor} and will not be reimbursed by the State.

3.8.15 NJDOE VISIT TO CONTACTOR SCORING SITE

The Vendor {Contractor} shall budget for one (1) visit by NJDOE and/or District staff to the Vendor's {Contractor's} scoring facility to oversee the scoring process and to familiarize selected District staff with these procedures. For each year of the contract, the Vendor {Contractor} shall plan on a NJDOE visitation for up to seven (7) business days by four (4) NJDOE staff, District representatives, or a combination thereof. The Vendor {Contractor} shall cover all costs for designated personnel including but not limited to travel expenses, accommodations, meals, etc.

3.9 FIELD TEST

The Vendor {Contractor} shall conduct a field test of newly developed items for all assessments; items shall be included in a variable section of the operational form.

The Vendor {Contractor} shall, at a minimum:

a. Ensure all items are reviewed by the committees as outlined in Section 3.8.4 through 3.8.8. All items also shall be subject to review and approval by the SCM. The SCM review will occur after the Vendor {Contractor} has completed the edits requested by the committees and submitted the edited items to the SCM. If additional edits are requested, the Vendor {Contractor} shall again submit the newly edited items for approval before each individual item is eligible for field testing;

b. Develop a sufficient number of new items each year to support the development of three (3) final forms for each assessment component. The three (3) final forms shall be spiraled at the classroom level. Field tests each year shall include three times the number of items of

each type used to create three forms of each assessment. There shall be 20 MSA items in the MSA variable section and one SBT in the PBA variable section; and

c. Ensure that there are a minimum of 1,500 responses to each SBT shall be scored.

Note[KAT6]**:** Dependent on the Blanket P.O. {Contract} award date, the Vendor {Contractor} may be required to potentially conduct field tests in lieu of operational assessments for the initial year

3.9.1 FIELD TEST FOR ELEMENTARY ASSESSMENT

The Vendor {Contractor} shall conduct a stand-alone field test of items in the bank deemed appropriate (by the SCM) or items developed specifically for use in Grade 5. The field test must take place the year prior to moving the assessment from Grade 4 to Grade 5. This stand-alone field test will only take place for one year; in the following years the field test will again be integrated into the test as stated elsewhere in the Bid Solicitation {RFP}.

3.9.2 FIELD TEST FOR HIGH SCHOOL COMPREHENSIVE ASSESSMENT

The Vendor {Contractor} shall conduct a stand-alone field test of items developed for the high school comprehensive assessment as well as a selection of items (made by the SCM) of items from the Biology, Chemistry, and Physics EOCAs. The field test must take place the year prior to moving the assessment from the individual EOCAs to the comprehensive assessment. This stand-alone field test will only take place for one year; in the following years the field test will again be integrated into the test as stated elsewhere in the Bid Solicitation {RFP}.

3.10 TEST DEVELOPMENT

The Vendor {Contractor} shall adhere to the following test development criteria:

a. Provide all test development processes related to the construction of the final test forms, including field test items beginning in 2017-2018 for the following versions of the test:

   1. Computer-based;
   2. Regular print;
   3. Braille;
   4. Large-print;
   5. Spanish-language
   6. Alternate forms; and
   7. Paper and pencil.

b. Review field test items for inclusion in each year's form;

c. Produce new items;

d. Develop test edition;

e. Utilize Item Response Theory (IRT) parameter values for the selection of items for the operational test forms, in addition to meeting content requirements and constraints;

f. Ensure that software utilized in test-item selection demonstrates:

1. The relationship of each item to its Module and scale, and

2. Demonstrates the effects of substituting individual items.

g. Ensure that operational and anchor items are selected using Rasch values to maximize the amount of information at each cut score;

h. Ensure that there are unique scoring rubrics developed for each CR item. These items shall be scored holistically based on a four-point scale; and

i. Machine-Scoreable Component - The Vendor {Contractor} shall ensure that the MSA component contains an appropriate number of machine-scoreable items assessing each of the four (4) modules for the SAPs. Reference Appendix D. The exact number of items shall be approved by the SCM (Reference Appendix C – Sample Items and Points Breakdown).

3.10.1 ITEM BANKING SYSTEM

3.10.1.1 CREATE AND UPDATE AN ITEM BANK FOR EACH ASSESSMENT

The Vendor {Contractor} shall create an item bank for each Assessment. All items developed and utilized during the course of the project shall be added to the item banks. The Vendor {Contractor} shall, at a minimum:

a. Be able to store and make available for use all State owned item banks;

b. Item information shall be updated after each field test or operational use and item history shall be retained;

c. Information associated with test items in the item bank shall include the following general identifying information:

1. Test designation;

2. Subject area;

3. Component (PBA or MSA);

4. Module designation;

5. Reporting category;

6. Item identification code;

7. Item type;

8. Location in test book;

9. Number of answer choices;

10. Answer key (list of correct responses and editing rules);

11. Passage/stimulus name; and

12. History of use including item numbers.

d. Statistical information associated with items shall include, at a minimum:

    1. IRT parameters;

    2. Fit index;

    3. Chi-square value;

    4. Difficulty values; and

    5. Classical item analysis by distractor and bias indices.

e. Ensure that the system is capable of retrieving and utilizing IRT item-parameter values in test-item selection procedures;

f. Ensure that the item history includes, at a minimum:

    1. The item;

    2. Its classification;

    3. Its history of publication indicating field test or regular administration;

    4. Its placement in the test;

    5. Item statistics for each administration; and

    6. Statistical analyses across item administrations where appropriate.

g. Ensure that any revisions to the item be noted in the history, specifying old and new item, effective date of revision, and related statistics for both items;

h. Ensure that the item-banking system is provided as a stand-alone system that includes software, computer, and a basic printer;

i. Install and maintain the Item-Banking System during the life of the project. The Item-Banking System shall remain the property of NJDOE at the conclusion of the Blanket P.O. {Contract};

j. Provide an operational version of the Item-Banking System for use by NJDOE. The system shall demonstrate flexibility in managing and cross-referencing of items, adding new items and graphics, and in searching, sorting, and editing functions. The Item-Banking System shall be used by NJDOE to access and review the item inventory for each assessment and to select items in conjunction with the Vendor {Contractor}; and

k. Provide for the update of the Item-Banking System as new items are developed and administered.

3.10.1.2 TEST-ITEM SELECTION

The Vendor {Contractor} shall ensure that items with their associated statistics be available within the Item-Banking System for the selection and development of each field test form and each operational administration form.

3.10.1.3 INDEPENDENT CONTENT REVIEW

At least two (2) months prior to the printing of the test booklets, the Vendor {Contractor} shall provide for an independent content review, of each edition of the test by experts approved by the SCM. The Vendor {Contractor} shall submit a letter to the SCM, signed by the experts, verifying that the content of the new test editions meets the test specifications.

3.11 DATA ANALYSIS

Within 30 business days of the Blanket P.O. {Contract} award the Vendor {Contractor} shall submit specifications for item analysis reporting and data verification for field test and operational testing for approval by SCM. If the SCM requests changes the Vendor {Contractor} shall submit the edited document within 5 business days of receipt of the request for edits. The Vendor {Contractor} shall ensure that the specifications address, at a minimum:

a. Report specifications and procedures;

b. Data verification requirements prior to reporting activities;

c. Data verification procedures associated with the production of the final report; and

d. Detail the specific steps for implementing the reporting and data verification requirements and explain how and by when all of the necessary steps will be completed.

The Vendor {Contractor} shall conduct analyses of each assessment's data to help ensure the quality of the program. Required analyses include, at a minimum, the following:

3.11.1 DIFFERENTIAL ITEM FUNCTIONING (DIF)

Following each field test or operational administration, the Vendor {Contractor} shall conduct Differential Item Functioning (DIF) analyses to detect possible item bias using the Mantel-Haenszel approach. DIF analysis is conducted for Caucasian, African American, and Hispanic racial/ethnic groups and for each gender, and for LEP and non-LEP groups.

Other groups such as Asian and others shall be included in the counts if their numbers are large enough as determined by the SCM. Values for items resulting from these analyses shall be included in the Item-Banking System. Similarly, the Vendor {Contractor} shall develop a means to provide DIF analyses for writing tasks. Changes in DIF values across administrations shall be analyzed by the NJDOE Science Content Specialist, the Sensitivity Committee, the Content Committee, the NJDOE Measurement Specialist assigned to the project, and members of the Vendor's {Contractor's} staff deemed appropriate by the SCM.

3.11.2 DETAILED ITEM ANALYSIS

Following each administration, the Vendor {Contractor} shall provide NJDOE with a detailed item analysis. For multiple-choice items the analysis shall divide the student population into five (5) groups (quintile) and show the relationship between answer choices and level of performance on the test as a whole. For CR items the analysis shall demonstrate the proportion of students in each total-test performance category achieving each score point. For all items, the analysis shall indicate the correlation between the item and performance on the relevant Module and the total test.

3.11.3 RATER EFFECTS

The Vendor {Contractor} shall conduct studies of rater effects on scores of CR items across years and develop procedures to adjust for such effects in the scoring of operational tests. The investigation of rater effects may involve the re-administration (seeding) in PBA component scoring sessions of transcribed student responses from prior administrations.

3.11.4 ANALYSIS OF TEST RESULTS

Following each stand-alone field test and operational administration, the Vendor {Contractor} shall conduct analyses of the test results to determine the quality of scores for each assessment. Analyses shall, at a minimum, include:

a. Classical and IRT measures of reliability and standard errors for total scores and sub scores;

b. Analysis of model fit;

c. Analyses of item local dependence;

d. Analyses of the reliability of classification decisions in relation to SAP pass/fail classifications;

e. Reliability and standard errors of group mean scores and classifications of students by group;

f. Reliability and validity (based on validity set administration results) of constructed-response scoring, the Vendor {Contractor} shall conduct analyses of data in order to display, review, and compare across years of total and sub score distributions for total and sub-populations;

Following each test administration, the Vendor {Contractor} shall evaluate the characteristics of administered test items.

The Vendor {Contractor} shall design and conduct studies to estimate the effects of item reordering on score scaling. A written report of the results of this investigation shall be presented to NJDOE; and

The Vendor {Contractor}, utilizing new calibration, scaling, and equating program, shall conduct studies using existing data to demonstrate the equivalence of calibration, and scaling results. A written report of the results of this investigation shall be presented to NJDOE.

The Vendor {Contractor} shall submit the results of these analyses and studies to NJDOE within 30 business days after completion. These results also shall be included in the Technical Report (Reference Section 3.12.8 of this Bid Solicitation {RFP}).

3.11.5 TEST EQUATING

3.11.5.1 ONGOING EQUATING

Beginning with the 2017-2018 statewide administration, the Vendor {Contractor} shall provide a means of embedding a block of equating items in the operational form of each component to equate the various forms of the test.

3.11.5.2 EQUATING CONSULTANTS

The Vendor {Contractor} shall provide at least two (2) independent Equating Consultants to verify the calibration, scoring, and equating results.

The Vendor {Contractor} must ensure that:

a. The SCM approves the Subcontractor prior to gaining access to SAP material. Once approved, the Subcontractor shall have access to all of the documentation, including computer programs, for the equating procedures that are used, along with a record of all of the output that is the basis for the equating. Records of all data samples, calculations, and

results are to be available for this review and it should be possible for the expert to replicate the equating procedures;

b. Ensure that the independent consultant prepares a report regarding their findings and submit the report to the SCM as well as the Vendor {Contractor};

c. Ensure that the independent consultant is available for a phone conference within 15 business days of the report submission for the purpose of allowing the SCM and SCM appointed members of the NJDOE to ask questions of the Subcontractor. The Vendor {Contractor} may be part of this meeting, unless the SCM deems it necessary for the meeting to occur with the exclusion of the Vendor {Contractor}.

Note: For budgeting purposes, this process historically has taken a minimum of 15 business days for the independent consultant to review the information.

3.11.6 ITEM ANALYSIS FOR MACHINE-SCOREABLE ITEMS

The Vendor {Contractor} shall ensure that an Item Analysis Report be prepared prior to the final scoring of the machine-scoreable items in each of the PBA and MSA. The item analysis shall include, at a minimum, the following:

a. P-Value that provides the percent correct responses for each item as well as the percent of distracter selection;

b. Point-Biserial correlation for each item that provides the correlation of the response with total score;

c. Rasch difficulty and item characteristic curves for each item;

d. Item-Efficiency Analysis that provides the discrimination efficiency levels at each ability level;

e. Distracter Analysis that provides the percent of distracter selection for at least four (4) different levels of test performance. The levels of performance used in this analysis shall be proposed by the Vendor {Contractor} and reviewed and approved by the SCM and NJDOE during the initial item development; and

f. Item-Bias analysis that shows each item's classification (A [acceptable] through C [questionable]) based on the Mantel-Haenszel delta values.

The Vendor {Contractor} shall ensure that the report is prepared within 20 business days of the last day of make-up testing and submitted to the SCM. If revisions are requested the Vendor {Contractor} shall submit the edited document to the SCM within five (5) business days of receipt of the request for edit.

3.11.7 COMBINING PBA AND MSA SCORES

The Vendor {Contractor} shall devise a method for combining each student's score on the PBA and MSA into an overall total test score and total module score for each of the modules.

The Vendor {Contractor} shall transform the total test scores and module scores to the score scale decided upon by the NJDOE.

3.11.8 TEST ANALYSES

The following analyses shall be conducted and submitted, either electronically, or via a hard copy, to the SCM within ten (10) business days after the completion of test scoring.

a. Calibration and item fit of each item; and

b. Calculation of the alpha reliability of each cluster and section for the State.

3.11.9 CYCLE 1 QUALITY CONTROL SAMPLE (EACH ASSESSMENT)

The Vendor {Contractor} shall arrange an early processing and scoring of data from up to three (3) regular Districts and up to three (3) Special Districts or State facilities and for any District administering the alternate test due to a security breach of testing material or testing irregularity. The sample shall also include Spanish-language, Braille, and large print test takers as appropriate. The student answer folders from these Districts shall be scored and the Vendor {Contractor} shall generate all of the files and reports. These files and reports shall then be verified independently by the Vendor {Contractor} and NJDOE. The Vendor {Contractor} shall allow for four (4) staff members from NJDOE to check these answer books and reports over a five-day period at the Vendor's {Contractor's} facility where the reports are generated.

3.11.10 VERIFICATION OF SCORES

For each assessment administration, the Vendor {Contractor} shall identify each student whose score is one (1) standard error of measurement or less below the value that signifies that the student passed. The Vendor {Contractor} shall:

a. Manually verify that the machine-scored items have been scanned and scored correctly by reviewing each student's answer folder;

b. Rescore the CR items;

c. Ensure that verification of scores be completed before reports are printed. If any scanning errors are detected or writing task scoring changes called for, the student's score shall be recalculated before results for the test administration are released; and

d. Provide the SCM with a list of the names of all students whose answer documents were verified, each student's school and District, and his/her raw scores before and after the verification scoring. This report shall be provided to the SCM at least five (5) business days before the first results are released to the Districts. If SCM requests, the Vendor {Contractor} shall also manually verify up to 100 additional students' answer folders after each administration.

3.11.11 STANDARD SETTING

Standards shall be set for each test only. The number of cut scores that shall be established for each assessment shall be based on the number of categories that are recommended by the contactor and ultimately accepted by the NJDOE.

The Vendor {Contractor} shall propose a plan to set the standards for each assessment. The plan shall include empaneling a committee of people from NJ representing relevant constituencies. The plan shall be submitted to the SCM within 90 business days of the awarding of this Blanket P.O. {Contract}. If the SCM requests edits the Vendor {Contractor} shall submit to the SCM within 10 business days the edited document. The standards shall be set each year for the first three (3) years of the Blanket P.O. {Contract} within 60 days after the administration in May 2017, May 2018, and May 2019 for all assessments. Results shall not be reported until the standards are set and approved by the NJDOE.

3.11.12 DATA FORENSICS: TESTING IRREGULARITY DETECTION REPORT PLAN

The Vendor {Contractor} shall prepare and submit a Data Forensics: Testing Irregularity Detection Report Plan which describes the Vendor's {Contractor's} process for identifying school or District-wide anomalies indicative of possible cheating by students, prior exposure of test items, collusion, or interference by District staff, and present the results of this analysis in a written report. If edits are requested by the SCM the Vendor {Contractor} shall submit the edited document(s) to the SCM within five (5) business days of the receipt of request for edits.

The plan shall:

a. Include a process based on statistical analyses of unusual shifts in school or District performance, supplemented by any other methods to conduct necessary audits for computer based assessments;

b. Include an analysis of erasures for the paper and pencil assessments. The Vendor's {Contractor's} plan for erasure analysis must include at a minimum all of the current procedures used by the NJDOE, which will be provided by the SCM; and

c. Details on how to document anomalies on computer based assessments items. The Vendor {Contractor} shall also provide a plan to detect statistical anomalies on the constructed response questions on the scenario-based tasks.

This plan shall be submitted to the SCM at least twenty (20) business days before the performance of any assessment.

3.11.12.1 FINAL DATA FORENSICS: TESTING IRREGULARITY DETECTION REPORT

Upon receiving approval of the Data Forensics: Testing Irregularity Detection Report Plan, the Vendor {Contractor} shall prepare and submit the Final Data Forensics: Testing Irregularity Detection Report to the SCM no later than two (2) months after the administration of each assessment for each grade level.

The Vendor {Contractor} shall provide the SCM with support for additional data requests if the SCM determines further investigation into a school or District is warranted. The Vendor {Contractor} shall provide all additional data requests, including analysis, within seven (7) business days of the request.

The Vendor {Contractor} shall monitor social media (e.g., Facebook, Twitter and Instagram) and the Internet for possible security breaches regarding item exposure and or test item content.

3.12 REPORTING

For each administration, the Vendor {Contractor} shall provide the following reports and data files to schools, Districts and the NJDOE for the use of students, parents, educators and the public, with data aggregated in various ways. The reports shall provide numeric, verbal, and graphic presentations of assessment results that effectively communicate with intended audiences, including students, teachers, parents, and the general public.

3.12.1 REPORT SPECIFICATIONS

a. The Vendor {Contractor} shall adhere to the following reporting specifications:

    1. Review the current NJDOE reports;

2. Design a series of reports of each assessment's results in consultation with SCM and State educators;

3. Suggest formats for the reports;

4. Work in conjunction with the SCM to develop attractive, easy to read reports for parents, teachers, educators, and the public; and

5. Ensure that all wording and formatting of all final reports is approved by the SCM.

b. The Vendor {Contractor} shall draft specifications for each report that include, at a minimum:

1. A description of the report;

2. How the data on each report are generated;

3. In which release the report is included;

4. Who receives the report with the number of copies received (if applicable); and

5. A sample of the report.

c. Based on the SCM's critique of the specifications, the Vendor {Contractor} shall provide the SCM a final copy of the specifications, with a sample of each report, before the second set of mock data is generated. The Vendor {Contractor} shall update the specifications for each administration and provide a copy to the SCM;

d. Ensure all reports designated for schools are organized by the name of the school and sent to the CSA or his/her designee;

e. All reports listed below shall be generated for each of the following groups of students:

1. General education students;

2. Special Education (SE) students;

3. Limited English Proficient (LEP) students;

4. All students tested; and

5. Additional categories as specified by federal and State reporting requirements;

Note: Students are classified into these groups based on information provided in student identification files or on the answer folder.

f. The Vendor {Contractor} shall ensure that the results from the administration of the 2018-2019 SAP EOCA (administered in the winter to students who are in Districts using block scheduling) (Reference Section 3.6.1 of this Bid Solicitation {RFP}) are included as part of the reporting; and

g. The Vendor {Contractor} shall provide schools with reports sorted by a school-defined variable listed on the cover of the answer folder, if it is so requested by the school. Schools shall receive only school reports for their own school. Districts shall also receive copies of all reports requested by schools within the District.

Within (10) business days prior to the release of the aggregate reports, up to five (5) NJDOE personnel will check all report components in final form to ensure the correctness of data and the reporting program. The process will require no more than five (5) business days. The Vendor

{Contractor} shall cover all costs of the visit including but not limited to meals, travel expenses, and lodging. An additional meeting to do preliminary work checking draft score reports shall be scheduled approximately 25 business days prior to the release of individual reports. The Vendor {Contractor} shall cover all costs of the preliminary meeting too.

For each administration, the Vendor {Contractor} shall also supply the SCM with a Microsoft Windows compatible CD containing data aggregated by content area for each school, District and the State. Data may be aggregated by other variables as specified by State and federal reporting requirements. The SCM shall select data elements for the reports provided to schools and Districts and the Vendor {Contractor} shall draft a format for this file. The SCM shall revise as necessary due to changes in the program from administration to administration.

3.12.2 CYCLE I AND CYCLE II REPORTING

The Vendor {Contractor} shall report the results of the assessment in two phases: (1) Cycle I (Each Assessment – Individual Reporting) and (2) Cycle II - Aggregate Reporting.

a. Cycle I reporting shall include, at a minimum:
    1. Individual Student Report;
    2. Student Sticker;
    3. Single-Section Roster;
    4. School and District Roster Summary Reports;
    5. Report Review by NJDOE Personnel; and
    6. Distribution of Individual Reports.
b. Cycle II reporting shall include, at a minimum:
    1. Aggregate Score Reports;
    2. Special District Reports;
    3. Distribution of Aggregate Reports;
    4. Special Education (SE)/Limited English Proficient (LEP) State Report;
    5. State Summary Report;
    6. Multiple Test Administration Preliminary and Final Reports; and
    7. Report Interpretation Manual.

3.12.2.1 INDIVIDUAL REPORTING – CYCLE I (EACH ASSESSMENT)

In the first phase, individual student reports for each assessment, student stickers, rosters, roster summaries, and school and District summary reports shall be released to school Districts before June 30th or a date approved by the SCM of each year for the spring administration. The SCM shall approve all report forms. Samples of the current report materials may be found at: https://www.measinc.com/nj/Downloads/NJASK/NJASK_ScoreInterpretationManual2014.pdf.

3.12.2.1.1 INDIVIDUAL STUDENT REPORT

The Vendor {Contractor} shall prepare an Individual Student Report (ISR) in duplicate (one (1) for the student and one (1) for the school), for each student taking each assessment that shall include, at a minimum:

a. Student's performance in each module and for the total test;

b. An indication of the score category the student was in for the overall test and for each module;

c. Each student's name, unique SID identification number (to be used on all individual student reports, students' stickers, and rosters, gender, date of birth, grade level, as well as relevant student identification information such as special education (SE), limited English proficient (LEP) status; and

d. Include a preprinted section that includes information on how to read and interpret the results.

3.12.2.1.2 STUDENT STICKER

The Vendor {Contractor} shall provide a student sticker for each student taking the assessment. The sticker shall list, at a minimum:

a. Student's name;

b. Birth date;

c. Gender;

d. Grade level;

e. Module scores;

f. Indication of voids;

g. An indication of the score category the student was in for the overall test;

h. Relevant student identification information such as, but not limited to, special education (SE), limited English proficient (LEP) status, etc; and

i. Additional information recommended by the Vendor {Contractor}

3.12.2.1.3 SINGLE-SECTION ROSTERS

The Vendor {Contractor} shall prepare a roster for each assessment. The rosters shall provide all of the information that appears on the ISR with all students listed in descending score order by their overall assessment score.

3.12.2.1.4 SCHOOL AND DISTRICT ROSTER SUMMARY REPORTS

The Vendor {Contractor} shall prepare and submit to the SCM by a date agreed upon at the Planning Meeting, a School Level and a District Level Summary Report for each assessment. The reports shall include, at a minimum:

a. The number and percent of students at or above the State standard;

b. The number and percent below the State standard or who received voids, were not present or not scored; and

c. Other information summarized on this report shall include at least the following: mean scale score, scale scores distribution, and mean scale score by module.

These reports shall include for each assessment:

d. A total school population count;

e. Information related to the actual number of students participating in the current test administration; and

f. The reasons some students did not participate.

The total population count for each school will be provided to the Vendor {Contractor} by the school completing an answer folder for every student who was administered each assessment.

3.12.2.1.5 REPORT REVIEW BY NJDOE PERSONNEL

The Vendor {Contractor} shall**:**

a. Schedule a meeting to complete preliminary work checking draft score reports approximately 25 business days prior to the release of individual reports. This preliminary meeting shall require five (5) business days. The Vendor {Contractor} shall cover all costs of the preliminary meeting; and

b. Ensure that no more than ten (10) business days prior to the release of the individual reports, four (4) NJDOE personnel will be given the opportunity to check all report components in final form to ensure the correctness of data and the reporting program at the Vendor's {Contractor's} site. The visit to the Vendor's {Contractor's} site to complete this process will be no more than five (5) business days. The Vendor {Contractor} shall cover all costs of the visit including but not limited to meals, travel expenses, and lodging.

3.12.2.1.6 DISTRIBUTION OF INDIVIDUAL STUDENT REPORTS (ISR)

The Vendor {Contractor} shall ship the ISRs and Student Stickers to each District's CSA in the time window approved by the SCM. The distribution of the ISRs and student stickers shall appear as a work event in the OWP. The Vendor {Contractor} shall release all other reports via a secure website.

3.12.2.2 AGGREGATE REPORTING – CYCLE II

The second phase of reports, for the spring administration of each assessment, shall include District and school summary reports, District factor group (DFG) and State performance breakdowns, and other aggregate reports as specified by State and federal reporting requirements. The Vendor {Contractor} shall distribute these aggregate reports within 45 business days after the last day of the test administration in the spring. All forms shall be submitted to the SCM for final approval. Samples of the current report materials can be found at:
https://www.measinc.com/nj/Downloads/NJASK/NJASK_ScoreInterpretationManual2014.pdf.

3.12.2.2.1 AGGREGATE SCORE REPORTS

Aggregate Reporting shall include aggregate score reports for each assessment including school, District, DFG, and State information. Each of these aggregate reports shall include, at a minimum:

a. Number and percent of students in each score category for the overall test and for each Module;

b. Mean score for each school and District; and

c. Distribution of scores for the State as a whole, the DFGs, and the special needs Districts. The report also shall include the number and percentage of regular, eligible students from each school who were tested, along with a narrative that interprets the test results.

The Vendor {Contractor} shall ensure that aggregate score reports on the State and District levels be prepared summarizing the special populations: special education (SE), limited English proficient

(LEP), and other federally mandated categories. A State-level summary by DFG and special needs/non-special needs also shall be prepared by the Vendor {Contractor}.

3.12.2.2.1.1 DISTRIBUTION OF AGGREGATE REPORTS

The Vendor {Contractor} shall adhere to the following distribution criteria:

a. Each aggregate report shall be released to each school, District and county office, and to the NJDOE;

b. State-level aggregate reports shall be sent only to the SCM at a date to be determined at the Planning Meeting;

c. The Vendor {Contractor} shall have the finalized score reports sent to the school Districts by June 30th or a date approved by the SCM of each year; and

d. The Vendor {Contractor} shall ensure that reports be released to each District's CSA via a secure website.

3.12.2.2.2 SPECIAL DISTRICT REPORTS

The Vendor {Contractor} shall produce District-designed reports for groups of students designated by the District on the students' answer folders.

3.12.2.2.3 SPECIAL EDUCATION (SE)/LIMITED-ENGLISH PROFICIENT (LEP) STATE REPORT (SE/LEP STATE REPORT)

The Vendor {Contractor} shall develop a SE/LEP State Report for each assessment. At a minimum, the report shall include, but not be limited to:

a. The number of SE/LEP students tested statewide;
b. The number of voided SE/LEP answer folders and the reason for voiding;
c. The mean equated SE/LEP scores;
d. The number and percent of SE/LEP students in each score category for the overall assessment and for each module;
e. The number and percent of SE/LEP students by accommodation type; and
f. The SE/LEP score distributions.

If the SCM request revisions, the Vendor {Contractor} shall provide the revised document within five (5) business days of the original request. The Vendor {Contractor} shall provide five (5) CDs of this report to the SCM within five (5) business days of final approval of the report by the SCM.

3.12.2.2.4 STATE SUMMARY REPORT

Each year, the Vendor {Contractor} shall produce a State Summary Report that contains, at a minimum:

a. The number and percent of General Education, LEP, SE students, and other State and federally required student reporting categories that currently exist, or are required during the term of this Blanket P.O. {Contract};
b. The score categories for each assessment for each school and each District:
    1. The overall assessment and for each module; and
    2. The mean scale score for each module and for the total assessment.

c. Summary information for the entire State.

The Vendor {Contractor} shall provide ten (10) CDs of the final report to the SCM by a date approved by the SCM and listed on the OYS. If the SCM request revisions, the Vendor {Contractor} shall provide the revised document within five (5) business days of the original request.

3.12.2.2.5 MULTIPLE TEST ADMINISTRATION ALL SECTIONS STUDENT ROSTER – PRELIMINARY AND FINAL REPORTS

The Vendor {Contractor} shall design a database to track student performance beginning with each cohort of first-time test-takers for each assessment in the SAP. The database shall:

a. Track results from each students' initial spring test administration and winter block schedule administration, if applicable;

b. Maintain student demographic information and component (MSA and PBA) and Module performance statistics for each cohort within each school, each District and the State;

c. Freeze first-time student demographic information for all students in the cohort; and

d. Manage student information to account for student migration among schools, student migration among Districts and student migration in and out of New Jersey School system for students who do not pass the assessment.

The Vendor {Contractor} shall provide the reports to the SCM as requested. Samples of current report materials for the HSPA and the current Grade 4 & 8 Science assessments can be found at: https://www.measinc.com/nj/Downloads/NJASK/NJASK_ScoreInterpretationManual2014.pdf.

3.12.2.2.6 REPORT INTERPRETATION MANUAL

The Vendor {Contractor} shall produce a combined Cycle I and Cycle II Score Interpretation Manual to assist in interpreting the reports described above. The manual is due to the SCM by the date specified and agreed up by the Vendor {Contractor} and SCM and is included in the OYS. The Vendor {Contractor} shall budget time for the SCM's review and the Vendor's {Contractor's} edits to this document when proposing the due date. The manual shall be made available on the Vendor's {Contractor's} assessment website.

3.12.3 DATA FILES

The Vendor {Contractor} shall generate two (2) data files:

a. State Student Results File with all students tested; and

b. A District Student Results File for each District with its students' scores.

Additionally, the Vendor {Contractor} shall::

a. Verify the accuracy and consistency of all student-level data on these files before submitting each file to the SCM. This shall include, but not be limited to, ensuring that all codes used on the final file are valid, that all item scores for multiple-choice items are scored accurately based on the students' answers shown on the file, that all raw scores are aggregated correctly, and that Braille students are coded correctly; and

b. Before providing a data file to the SCM, the Vendor {Contractor} shall develop a systematic way to check and independently verify all data files for consistency and accuracy in the

report. The Vendor {Contractor} shall make changes to the report system as required and deemed appropriate by the SCM. The SCM may specify variables and field lengths for all files.

3.12.4 DISSEMINATION OF REPORTS

After all answer folders have been scored, the Vendor {Contractor} shall generate the final State Student Results File and NJDOE's final reports. After the Vendor {Contractor} checks this file and these reports, the Vendor {Contractor} shall provide the SCM the file and reports to be independently checked. The SCM shall provide approval before reports are released.

The Vendor {Contractor} shall adhere to the following dissemination criterion:

a. Reports shall be released to the SCM, school Districts, and county offices in quantities specified within each report specification. This shall take place within specified schedules;

b. The Vendor {Contractor} shall deliver all printed reports and data file CDs to the SCM, as well as the appropriate county Superintendents, District Superintendents, and other regional offices. Delivery shall be made by a common carrier approved by the SCM. The Vendor {Contractor} shall produce a receipt of delivery for each District. The Vendor {Contractor} shall submit a summary of the receipts to the SCM that includes a report of the date of receipt of the delivery for each recipient; and

c. Non-printed reports shall be transmitted to the SCM, as well as the appropriate county Superintendents, District Superintendents, and other regional offices via a secure website by a date specified in the OYS and agreed upon by the SCM.

d. All reports contained on the CDs shall be in a format approved by the SCM at the PLM. The SCM may change the format required by notifying the Vendor {Contractor} in writing.

3.12.4.1 SCENARIO BASED TASKS SCORING PROCEDURES MANUAL

Each year, by a date specified in the OYS and agreed upon by the SCM, a manual describing the procedures used to score students' scenario-based tasks shall be produced by the Vendor {Contractor}. The manual shall describe the method used to score the items and shall contain annotated samples of actual student responses for each score point of the rubric for each of the CR items on the SBT. The selection of sample responses shall be made in consultation with the SCM. The Vendor {Contractor} shall develop annotations to accompany each student response. Five (5) CDs of the manual shall be provided for each school, two (2) CDs for each District, one (1) CD for each county office, and 50 CDs for the NJDOE.

3.12.4.2 DATA FILES/TEST RESULTS DELIVERED ON COMPACT DISKS (CD)

Documented computer CD files of all individual and group results and summaries, for each administration shall be provided to the SCM. The Vendor {Contractor}, in conjunction with the SCM, shall determine the format of these files. The record layout shall be sent to the SCM prior to the test administration. The software shall be compatible with NJDOE computer environment. The files shall become the exclusive property of the State of New Jersey. The Vendor {Contractor} shall ensure that ten (10) CDs of the final data file are provided to the SCM by a date specified in the OYS and agreed upon by the SCM.

3.12.4.3 PUPIL SCORE CD

For each assessment's administration, test results for individuals shall be included on two (2) separate CDs: one (1) suppressed and one (1) non-suppressed. The pupil core CDs and record layouts shall be submitted to the SCM before reporting is finalized. These CDs shall be used to

check the accuracy of the records. Ten (10) CDs of the suppressed data and ten (10) CDs of the non-suppressed data shall be provided by the Vendor {Contractor}.

3.12.4.4 SCHOOL/DISTRICT SUMMARY CD

For each assessment's administration, the summary data (a summary of school and District performance) and the record layout shall be submitted to the SCM within 60 business days after the spring test administration. The Vendor {Contractor} shall ensure that five (5) CDs be provided to the SCM by a date specified in the OYS and agreed upon by the SCM. The school and District summaries shall be made available to the Districts via a secure website.

3.12.5 RECORD CHANGES

The Vendor {Contractor} shall establish a system to edit student demographic information so that Districts may correct any errors or omissions after the answer folders have been scanned by the Vendor {Contractor}. The Vendor {Contractor} shall ensure that changes are made prior to the release of Cycle I Score Reports. The record changes shall be made via a secure website.

3.12.6 COMPUTER FORMAT

Any computerized information provided to the NJDOE by the Vendor {Contractor} shall be usable in any disk and/or CD format.

3.12.7 REPORT STORAGE

The Vendor {Contractor} shall store reports from each test administration for at least five (5) years after that test administration.

3.12.8 TECHNICAL REPORT

For each operational administration, the Vendor {Contractor} shall provide a Technical Report describing all technical aspects of each assessment. This report shall conform to the provisions of the most recent American Educational Research Association, American Psychological Association, National Council on Measurement in Education Standards for Educational and Psychological Testing and become the exclusive property of the NJDOE.

The report shall include tabular and graphic displays of data to illustrate the characteristics and quality of test scores. The report shall be completed and delivered to the SCM by the last business day in the October following the spring administration. The report shall be professionally bound and labeled. The Vendor {Contractor} also shall provide the SCM with ten (10) CDs, each containing an electronic copy of the final report.

At a minimum, the Vendor {Contractor} shall include the following topics in the technical reports.

a. Procedures employed to construct each assessment's test forms;

b. Hand scoring reliability and validity;

c. Rater effects;

d. Description and analysis of sampling procedure;

e. Description and analysis of calibration and equating;

f. Model fit;

g. local dependence;

h. Reliability and validity of individual and group scores;

i. Reliability of classification decisions;

j. Reliability of year-to-year changes in school means;

k. Description and analysis of equating procedure; and

l. At minimum, one (1) type of the following validity studies approved by the SCM:

1. Consequential;
2. Content;
3. Predictive; and/or
4. Construct.

Beginning in year two (2) of the SAP administration, the Technical Report also shall include a comparison of the characteristics of the current test administration to those of previous administrations. A draft version of the Technical Report shall be reviewed by the SCM and by the Technical Advisory Committee (TAC) prior to completion of the final version. The Vendor {Contractor} must revise the draft Technical Report based on the SCM's suggested revisions. The Technical Report shall include a section on the imbedded field-test administrations.

3.12.9 CUSTOMER SATISFACTION REPORT

The Vendor {Contractor} shall deliver a Customer Satisfaction Report to the SCM indicating the satisfaction index results. The report shall include, at a minimum:

a. Statistical summary of the gridded responses to the comment forms;

b. Comparisons with previous administrations;

c. Identified areas for improvement; and

d. Steps to bring about improvement prior to the next administration.

The report for each administration shall be submitted to the SCM ten (10) weeks after the return of the testing materials. If the SCM requests edits, the edited copy shall be submitted within five (5) business days of receipt of the request for edits.

3.12.10 MISSING SHIPMENTS REPORT

The Vendor {Contractor} shall provide a report of all missing shipments to the SCM within 24 hours of the discovery that the shipment is lost. The report shall include at minimum:

a. Shipping location;

b. Destination location (District);

c. Carrier; and

d. All information available for each step requiring a signature in shipment process, for example:

1. Carrier pick up;

2. Warehouse release; and

3. Carrier delivery.

3.12.11 MISSING TEST BOOKLET REPORT

For each assessment component, the Vendor {Contractor} shall prepare a Missing Test Booklet Report for test booklets based on the scanning that is completed during materials check-in. Reports shall be prepared for each school with missing materials listing the number of test booklets missing and the identification of each. School reports shall be delivered to each DTC with a District-Level Summary. A State-Level Summary Report shall be delivered to the SCM. Any missing test booklets returned by Districts shall be recorded in the missing test booklet materials inventory maintained by the Vendor {Contractor}. The missing test booklet reports shall be delivered to the Districts and the SCM within 30 days after the check-in of test booklets has been completed. For each administration, check-in and verification of test booklets shall be completed prior to the first shipment of results to New Jersey Districts. The Vendor {Contractor} shall deliver a final summary report of missing test booklets to the SCM 20 business days after the missing materials reports have been sent.

3.12.12 SECURED MATERIALS RECEIVED REPORT

The Vendor {Contractor} shall provide a report to the SCM documenting the check-in of all secure materials. The report shall include:

a. Verification of scanning procedure; and

b. In the event of an anomaly, the Vendor {Contractor} shall provide evidence that a two-scan method or hand check method was put into place.

3.12.13 STATUS REPORT FOR SCORING OF CONSTRUCTED RESPONSE (CR) ITEMS

The Vendor {Contractor} shall develop daily status reports during scoring of the CR items which include:

a. Inter-rater reliability;

b. Number of scores at each point of the rubric; and

c. Breakdowns by various elements of the rating.

These reports shall be provided to the SCM within five (5) business days after the conclusion of the scoring session. If the SCM requests edits the Vendor {Contractor} shall submit, to the SCM, the edited documents within five (5) business days of receipt of the request for edits.

3.12.14 ONLINE USAGE REPORT

The Vendor {Contractor} shall provide reports summarizing online system usages (by each District, State, and the Vendor {Contractor}) to include, but not limited to:

a. Usage over time;

b. Browser type;

c. Operating system type; and

d. IP address.

The Vendor {Contractor} shall submit these reports to the SCM on the last business day of each month. If the SMC requests revisions, the Vendor {Contractor} shall submit the edited document to the SCM within three (3) business days of receiving the requests for edits back to the SMC for approval.

3.12.15 PROJECT REPORTS AND MEETING MINUTES

3.12.15.1 MONTHLY PROGRESS REPORTS

The Vendor {Contractor} shall submit electronic monthly progress reports to the SCM, within ten (10) business days of the end of each month, or as otherwise scheduled. The monthly progress reports shall include, at a minimum:

a. Status of ongoing activities provided in the SCM approved format (to be provided at the PLM);

b. Resolved and pending decisions made with regard to ongoing work;

c. Summaries of updates to the Vendor's {Contractor's} interactive website (Reference Section 3.2.7 of this RFP) including:

d. Line utilization;

   1. Network usage data;

   2. System performance data;

   3. Explanations of service interruptions and remedial actions taken; and

   4. Other relevant information.

e. A summary of the activities completed;

f. A list of current or potential problems; and

g. A timeline for future scheduled activities.

3.12.15.2 MEETING MINUTES

The Vendor {Contractor} shall:

a. Document all work-related issues and decisions, and provide detailed notes to the SCM within five (5) business days for all meetings, informal and formal, as well as discussions and conference calls;

b. After the SCM's review and approval, the Vendor {Contractor} shall ensure that all meeting minutes become the record of tasks, new, in process, and completed, and shall become reference materials for all production plans and tasks; and

c. The Vendor {Contractor} shall be proactive and utilize all notes and minutes to prepare work tasks to specifications. The Vendor {Contractor} may suggest new or different methods of task completion, but shall demonstrate adherence to work specifications when proposing improved process or procedures.

3.12.16 ITEM ANALYSIS REPORT

An item analysis report shall be submitted for both machine-scoreable and CR items as described below:

3.12.16.1 MACHINE-SCOREABLE ITEMS

The Vendor {Contractor} shall ensure that an item analysis report be prepared prior to the final scoring of the machine-scoreable items in each of the PBA and MSA. The item analysis shall include, at a minimum:

a. P-Value that provides the percent correct responses for each item as well as the percent of distracter selection;

b. Point-Biserial Correlation for each item that provides the correlation of the response with total score;

c. Rasch Difficulty and Item Characteristic Curves for each item;

d. Item-Efficiency Analysis that provides the discrimination efficiency levels at each ability level;

e. Distracter Analysis that provides the percent of distracter selection for at least four (4) different levels of test performance. The levels of performance used in this analysis shall be proposed by the Vendor {Contractor} and reviewed and approved by the SCM. This shall be submitted to the SCM within 90 business days of Blanket P.O. {Contract} award, and any edits requested shall be corrected and submitted to the SCM within 5 business days of receipt of the request for edits; and

f. Item-Bias analysis that shows each item's classification (i.e., A (acceptable) through C (questionable)), based on the Mantel-Haenszel delta values.

The Vendor {Contractor} shall ensure that the report is prepared within 20 business days of the last day of make-up testing and submitted to the SCM for review. If revisions are requested the Vendor {Contractor} shall submit the edited document to the SCM within five (5) business days of receipt of the request for edit.

3.12.16.2 CONSTRUCTED RESPONSE (CR) ITEMS

An Item Analysis Report shall be prepared by the Vendor {Contractor} after the scoring of the CR items on the PBA but prior to the final computation of each student's total score. The item analysis shall include the mean score as well as the number and percent of scores at each score point on the rubric for each item as well as correlation of each item with the total test score. This report shall be prepared by the Vendor {Contractor} prior to equating and the final quality control conducted by the NJDOE staff at the Vendor's {Contractor's} site and submitted to the SCM. If revisions are requested the Vendor {Contractor} shall submit the edited document to the SCM within five (5) business days of receipt of the request for edit.

3.12.17 CDS MASTER FILE AND MATERIAL SURVEY REPORT

The Vendor {Contractor} shall provide a Microsoft Excel file which includes the entirety of the contact information gathered from all responses to the Material Survey by the last business day in February. (Reference Section 3.6.3.7). The information gathered shall include, at a minimum:

a. For both the DTC and CSA:

   1. Name;

2. First Class Mailing Address;

3. Bulk Shipping Mailing Address;

4. Phone Number; and

5. E-mail address.

Should the SCM request edits to the report, the Vendor {Contractor} shall submit the edited report to the SCM within five (5) business days from the receipt of the request for edits.

3.13 ADDITIONAL NOTES AND COMMENTS

3.13.1 MECHANICALS AND CAMERA-READY COPY

All mechanicals and Camera-Ready Versions for all graphics developed as a part of the Blanket P.O. {Contract}, regardless of source of printing and distribution, shall be delivered to the NJDOE at the end of each assessment protected or packaged in a fashion to permit safe storage for future use.

3.13.2 SIGN-OFFS

Based upon the OYS described in section 3.2.1.2 of this RFP, written sign-offs at appropriate stages by those responsible for quality control shall be submitted to the SCM for all products and procedures.

3.13.3 ON-SITE VISITS

The Vendor {Contractor} shall provide for at least one (1) on-site visit per year to the Vendors {Contractors} facilities by two (2) NJDOE staff as selected by the SCM. These visitations shall be in addition to others specified in other portions of this RFP. All costs associated with these on-site visits shall be covered by the Vendor {Contractor} including but not limited to travel expenses, accommodations, and meals.

4.0 QUOTE {PROPOSAL} PREPARATION AND SUBMISSION

4.1 GENERAL

Quotes {Proposals} including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation {RFP} as defined in Section 2.0 of this Bid Solicitation {RFP}, or that diminish the State's rights under any Blanket P.O. {Contract} resulting from the Bid Solicitation {RFP}, will be considered null and void. The State is not responsible for identifying conflicting Vendor {Bidder} proposed terms and conditions before issuing a Blanket P.O. {Contract} award. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote {Proposal} submission. In the event that a Vendor {Bidder} intends to propose terms and conditions contrary to the Bid Solicitation {RFP}, these Vendor {Bidder} proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth in Section 1.3.1 of this Bid Solicitation {RFP}. Vendors {Bidders} shall not submit exceptions on the "Terms and Conditions" Tab through ***NJSTART***. Under no circumstance is the State required to accept a Vendor's {Bidder's} exception to the Bid Solicitation {RFP}.

In the event that prior to Notice of Intent to Award, the Division notifies the Vendor {Bidder} of any such conflicting Vendor {Bidder} proposed term or condition and the conflict it poses, the Division may require the Vendor {Bidder} to either withdraw it or withdraw its Quote {Proposal}.

After award of Blanket P.O. {Contract}:

a. if conflict arises between a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} and a term or condition of the Bid Solicitation {RFP}, the term or condition of the Bid Solicitation {RFP} will prevail; and

b. if the result of the application of a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} would diminish the State's rights, the Vendor {Bidder} proposed term or condition will be considered null and void.

The Vendor {Bidder} is advised to thoroughly read and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page} and through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page, in preparing and submitting its Quote {Proposal}.

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

The forms discussed herein and required for submission of a Quote {Proposal} in response to this Bid Solicitation {RFP} are available on the Division's website (http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.2 QUOTE {PROPOSAL} DELIVERY AND IDENTIFICATION

A Quote {Proposal} must arrive at the Division in accordance with this Bid Solicitation's {RFP's} instructions within the time frames noted on the Bid Solicitation {RFP} cover sheet and on the "Summary" page of the Bid Solicitation in ***NJSTART***. Vendors {Bidders} submitting electronic Quotes {Proposals} via ***NJSTART*** are cautioned to allow adequate time to ensure timely uploads of all Quote {Proposal} documents to mitigate unforeseen delays or issues. Vendors {Bidders}

submitting hard copy Quotes {Proposals} are cautioned to allow adequate delivery time to ensure timely delivery of Quotes {Proposals}. **State regulation mandates that late Quotes {Proposals}, regardless of submission method, are ineligible for consideration**. **THE EXTERIOR OF ALL QUOTE {PROPOSAL} PACKAGES ARE TO BE LABELED WITH THE BID SOLICITATION {RFP} IDENTIFICATION NUMBER AND THE FINAL QUOTE {PROPOSAL} SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NJSTART ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION

4.3.1 NJSTART SUBMISSION OF QUOTE {PROPOSAL}

If the Vendor {Bidder} is submitting a ***NJSTART*** Quote {Proposal}, hard copy submission is still requested, see Section 4.3.2 for number of complete and exact copies. Vendors {Bidders} may refer to the QRGs "Vendor Registration" and "Submit a Quote" for additional instructions detailing how to enroll in ***NJSTART*** and submit a ***NJSTART*** electronic Quote {Proposal}. QRGs are located on the NJSTART Vendor Support Page. If the Vendor {Bidder} submits both a ***NJSTART*** and a hard copy of the Vendor's {Bidder's} Quote {Proposal}, the ***NJSTART*** Quote {Proposal} will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a ***NJSTART*** Quote {Proposal}, do not use any symbols (i.e., #, @, $, &, *) in the filename. In addition, the Vendor {Bidder} should name each uploaded electronic file and folder as follows:

Vendor {Bidder} name, Volume #, Bid Solicitation {RFP} number.

If the Vendor {Bidder} submits a Quote {Proposal} electronically through ***NJSTART***, the Vendor {Bidder} should select the "Confidential" option in ***NJSTART*** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through ***NJSTART***.

Note: Marking an attachment as "Confidential" in ***NJSTART*** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

4.3.2 HARD COPY SUBMISSION

If the Vendor {Bidder} is submitting a hard copy Quote {Proposal}, the Vendor {Bidder} must submit the following:

a. **One (1) complete Quote {Proposal}, comprising all volumes and including original, physical signature**, clearly marked as the "ORIGINAL" Quote {Proposal};

b. **Four (4)** complete and exact copies, clearly marked "COPY";

c. **Four (4) complete and exact ELECTRONIC copies** of the original Quote {Proposal in an editable and "**writable**" PDF file format on disc (CD or DVD) for view by State evaluators using Adobe Acrobat Reader software. **THE PRICE SCHEDULE (VOLUME 3) SHALL NOT BE INCLUDED ON THIS DISC;** and

d. **One (1) complete and exact ELECTRONIC copy** of the original price schedule (Volume 3) in a "read only" PDF file format on disc (CD or DVD) for redaction.

Copies are necessary in the evaluation of the Quote {Proposal} and for record retention purposes. A Vendor {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. The Vendor {Bidder} should make and retain a copy of its Quote {Proposal}.

4.4 QUOTE {PROPOSAL} CONTENT

The Quote {Proposal} should be submitted in three (3) volumes with the content of each volume as indicated below.

Volume 1
Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Note: In general, Volume 1 applies to hard copy submissions; however, there may be instances where Bid Solicitation {RFP} specific forms are required through ***NJSTART*** electronic submission as well.

Volume 2
Section 2 - Technical Quote {Proposal} (Section 4.4.3)
Section 3 - Organizational Support and Experience (Section 4.4.4)
Section 3A - Any other miscellaneous documents to be included by the Vendor {Bidder}

Volume 3
Section 4 – Price Schedule (Section 4.4.5)

Note: Vendors {Bidders} submitting Quotes {Proposals} through ***NJSTART*** must complete its Price Schedule (Volume 3) as an attachment using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab (See Sections 4.4.1.6 and 4.4.5 of this Bid Solicitation {RFP}). The Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" Tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***. In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the Items Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE {PROPOSAL}

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote {Proposal}.

Vendors {Bidders} submitting forms through hard copy must complete the full version of the form and may refer to instructions included within the forms on the Division's website.

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through ***NJSTART*** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.1.1 OFFER AND ACCEPTANCE PAGE {SIGNATORY} PAGE

The Vendor {Bidder} shall complete, including signature of an authorized representative of the Vendor {Bidder}, and submit the Offer and Acceptance Page {Signatory Page} accompanying this Bid Solicitation {RFP} (whether submitted through ***NJSTART*** or as a hard copy). If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page {Signatory Page} must be signed by a general partner. All information requested must be submitted. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page {Signatory Page} must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the Quote {Proposal}.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that either:

a. The Vendor {Bidder} has no operations in Northern Ireland; or

b. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page} AND must include, as part of its Quote {Proposal}, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a Quote {Proposal} that does NOT include the use of any Subcontractors, by signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is *automatically* certifying that:

a. In the event the award is granted to the Vendor's {Bidder's} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. {Contract} to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors; and

b. If the Blanket P.O. {Contract} is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 *et seq*.

4.4.1.1.3 NON-COLLUSION

By submitting a Quote {Proposal} and signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} certifies as follows:

a. The price(s) and amount of its Quote {Proposal} have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;

b. Neither the price(s) nor the amount of its Quote {Proposal}, and neither the approximate price(s) nor approximate amount of this Quote {Proposal}, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote {Proposal} submission;

c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O. {Contract}, or to submit a Quote {Proposal} higher than this Quote {Proposal}, or to submit any intentionally high or noncompetitive Quote {Proposal} or other form of complementary Quote {Proposal};

d. The Quote {Proposal} of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote {Proposal}; and

e. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:
http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28.

4.4.1.2 NJ STANDARD BID SOLICITATION {RFP} FORMS REQUIRED WITH THE QUOTE {PROPOSAL}

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote {Proposal} as non-responsive.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or sole proprietorship, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote {Proposal}. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote {Proposal} submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote {Proposal}.

Vendors {Bidders} using ***NJSTART*** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote {Proposal} must complete the full Ownership

Disclosure Form located on the Division's website. This form is also available in NJSTART (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing ***NJSTART*** should designate the most current version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote {Proposal}. Note: The Primary Form must have a Date Created within six (6) months of the Quote {Proposal} submission deadline to be considered valid.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder}.

Vendors {Bidders} using ***NJSTART*** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote {Proposal} must complete the full Disclosure of Investment Activities in Iran form located on the Division's website. The full version of the form is also available in NJSTART (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing ***NJSTART*** should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote {Proposal}.

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Please note that the State of New Jersey will not be utilizing the "Subcontractor" Tab in ***NJSTART***. Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form.

The Subcontractor Utilization Plan form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET P.O. {CONTRACTS}

Pursuant to the provisions of N.J.S.A. 52:32-17 and N.J.A.C. 17:13, this Blanket P.O. {Contract}, or a portion thereof, has been designated as a set-aside Blanket P.O. {Contract} for small business. As such, as indicated on the Bid Solicitation {RFP} Cover Sheet and in the Header Information for the Bid Solicitation {RFP} in ***NJSTART***, eligibility to bid is limited to a Vendor {Bidder} that meets statutory and regulatory requirements and have had its eligibility determined by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For good and services - (i) those with gross revenues not exceeding $500,000; (ii) those with gross revenues not exceeding $5 million; and (iii) those with gross revenues that do not exceed $12 million or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below $500,000 can bid on any Blanket P.O. {Contract}, those earning more than the $500,000 and $5 million amounts will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding $3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below $3,000,000 can bid on any Blanket P.O. {Contract}, those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below their respective levels.

Vendors {Bidders} should verify its Small, Minority, Veteran, and Women Owned Business Certification status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Small, Minority, Veteran, and Women Owned Business Certification status, ***NJSTART*** provides a link to take corrective action.

Inasmuch as this is a full or partial set-aside Blanket P.O. {Contract}, the Vendor {Bidder} should provide, as part of its response to this Bid Solicitation {RFP}, proof of its current registration as a qualifying small business with the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Application and registration requirements are presented on the web at http://www.nj.gov/njbusiness/contracting/ or by contacting that agency as indicated below during business hours.

New Jersey Department of the Treasury
Division of Revenue and Enterprise Services
Small Business Registration and M/WBE Certification Services Unit
33 West State Street – Fifth Floor
PO Box 026
Trenton, NJ 08625-0026
Telephone: 609-292-2146
Fax #: 609-292-8764

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

IN ORDER TO EXPEDITE THE SMALL BUSINESS REGISTRATION PROCESS FOR THIS PROCUREMENT, THE VENDOR {BIDDER} MAY FAX A COPY OF BID SOLICITATION {RFP} PAGE ONE (1) REFLECTING THE QUOTE {PROPOSAL} SUBMISSION DATE ALONG WITH THE COMPLETED SMALL BUSINESS REGISTRATION FORM TO THE NEW JERSEY DIVISION OF REVENUE AND ENTERPRISE SERVICES, SMALL BUSINESS REGISTRATION AND M/WBE CERTIFICATION SERVICES UNIT TO THE FAX NUMBER ABOVE.

4.4.1.4.1 SMALL BUSINESS SUBCONTRACTING SET-ASIDE BLANKET P.O. {CONTRACTS}

NOTE: THE VENDOR {BIDDER} IS NOT TO USE THE "SUBCONTRACTOR" TAB IN *NJSTART*.

This is a Blanket P.O. {Contract} with set-aside subcontracting goals for New Jersey Small Business Enterprises. If the Vendor {Bidder} intends to subcontract, it must submit a Subcontractor Utilization Plan and should take the following actions to achieve the set-aside subcontracting goal requirements:

a. Attempt to locate eligible small businesses in Categories I, II, III, IV, V, and/or VI as appropriate to the Bid Solicitation {RFP};

b. Request a listing of small businesses by Category from the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit;

c. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;

d. Provide all potential Subcontractors with detailed information regarding the specifications;

e. Attempt, whenever possible, to negotiate prices with potential Subcontractors submitting higher than acceptable price Quotes;

f. Obtain, in writing, the consent of any proposed Subcontractor to use its name in response to the Bid Solicitation {RFP}; and

g. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotes {Proposals} should also contain a copy of the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit's proof of registration as a small business for any business proposed as a Subcontractor; and documentation of the Vendor's {Bidder's} good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Proposal Review Unit of the Division to effectively assess the Vendor's {Bidder's} efforts to comply if the Vendor {Bidder} has failed to attain the statutory goals.

If the Vendor {Bidder} chooses to use Subcontractors and fails to meet the small business subcontracting targets set forth above, the Vendor {Bidder} must submit documentation demonstrating its good faith effort to meet the targets with its Quote {Proposal} or within seven (7) business days upon request.

NOTE: A VENDOR'S {BIDDER'S} FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR TO PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE QUOTE {PROPOSAL} OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A BLANKET P.O. {CONTRACT} TO THE VENDOR {BIDDER}.

If awarded the Blanket P.O. {Contract}, the Vendor {Bidder} shall notify each Subcontractor listed in the Plan, in writing.

Each Vendor {Bidder} awarded a Blanket P.O. {Contract} for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Vendor's {Bidder's} compliance with N.J.A.C. 17:13-1.1 *et seq*., and this Bid Solicitation {RFP}.

4.4.1.5 BID SECURITY

Not applicable to this procurement.

4.4.1.6 PRICING

The Vendor {Bidder} must submit its pricing using the State-supplied Price Sheet/Schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab and supply any additional pricing information as directed in Bid Solicitation {RFP} Section 4.4.5.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote {Proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE {PROPOSAL}

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. To facilitate the Quote {Proposal} evaluation and Blanket P.O. {Contract} award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote {Proposal}. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote {Proposal} opening, or whose BRC was revoked prior to the submission of the Quote {Proposal}, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} BRC, ***NJSTART*** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor's {Bidder's} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy

of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote {Proposal} must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. {Contract} award. Under any circumstance, the Division 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 Vendor {Bidder} receiving a Blanket P.O. {Contract} award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O. {Contract}, inclusive of any Blanket P.O. {Contract} extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote {Proposal}, to 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. If a Vendor {Bidder} does not submit the form with the Quote {Proposal}, the Vendor {Bidder} must comply within seven (7) business days of the State's request or the State may deem the Quote {Proposal} non-responsive.

Vendors {Bidders} using ***NJSTART*** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, complete and attach the shortened ***NJSTART*** form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote {Proposal} must complete the full version of the form located on the Division's website. This form is also available in NJSTART.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.2.3 SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Blanket P.O. {Contract}, the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the Quote {Proposal} is requested and advised. See Bid Solicitation {RFP} Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.3 TECHNICAL QUOTE {PROPOSAL}

In this section, the Vendor {Bidder} shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Vendor {Bidder} must set forth its understanding of the requirements of this Bid Solicitation {RFP} and its ability to successfully complete the Blanket P.O. {Contract}. The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote {Proposal}.

If submitting via ***NJSTART***, the Vendor {Bidder} shall upload, at a minimum, its technical Quote {Proposal} response for Section 4.4.3 (Technical Quote {Proposal}) and Section 4.4.4 (Organizational Support and Experience) and attach to its Quote {Proposal} submission. Failure to do so may result in your Quote {Proposal} being deemed non-responsive.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote {Proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.3.1 MANAGEMENT OVERVIEW

The Vendor {Bidder} shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation {RFP} in a narrative format. This narrative should demonstrate to the State that the Vendor {Bidder} understands the objectives that the Blanket P.O. {Contract} is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Blanket P.O. {Contract}. This narrative should demonstrate to the State that the Vendor's {Bidder's} general approach and plans to undertake and complete the Blanket P.O. {Contract} are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation {RFP} tasks and subtasks are strongly discouraged, as they do not provide insight into the Vendor's {Bidder's} ability to complete the Blanket P.O. {Contract}. The Vendor's {Bidder's} response to this section should be designed to demonstrate to the State that the Vendor's {Bidder's} detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Vendor's {Bidder's} Quote {Proposal} will lead to successful Blanket P.O. {Contract} completion.

4.4.3.1.1 PRELIMINARY WORK PLAN

The Vendor {Bidder} shall submit a Preliminary Work Plan that shall serve to demonstrate to the State that the Vendor's {Bidder's} suggested Science Assessment Program is realistic, attainable, and appropriate and that the proposed Preliminary Work Plan will lead to the successful creation of a Science Assessment. At a minimum, the Preliminary Work Plan must include the following:

4.4.3.1.1.1 ASSESSMENT METHODOLOGY

The Vendor {Bidder} shall submit an Assessment Methodology that includes, but not limited to:

a. Design of the assessment;

b. Monitoring of test and scoring specifications;

c. Data and analysis;

d. Quality assurance of tasks;

e. Reporting;

f. Work events schedules;

g. A Customer Satisfaction Index and Report which shall include, but not be limited to:

    1. Results;

    2. Statistical summary;

    3. Areas for improvement;

    4. Steps to implement improvement

h. Deliverables;

i. The agency responsible for completing each of the work events and the Vendor's {Bidder's} strategic business partners who will be involved in any application development and/or operations;

j. A detailed description of the production plan;

k. Production schedule;

l. Staff assignments

m. Specific task descriptions;

n. Quality control procedures; and

o. Detailed production timeline.

4.4.3.1.1.2 PRELIMINARY YEARLY SCHEDULE (PYS)

The PYS shall indicate the following:

a. Essential steps for the completion of project work tasks;

b. Initiation and completion dates; and

c. Identification of task responsibility;

Note: Software that permits organization of the file by starting date and major task groupings must be used in generating this schedule (example: Microsoft Excel). The Vendor {Bidder} shall provide the PYS in a hardcopy and/or an electronic version.

4.4.3.1.1.3 PRELIMINARY DOCUMENTS AND PRINTED MATERIALS

The Vendor {Bidder} shall include:

a. Draft documents as required in Bid Solicitation 4.4.3.1.1.1 Assessment Methodology and documented in the Preliminary Yearly Schedule requirements (Reference Bid Solicitation {RFP} Section 4.4.3.1.1.2 above).

b. Present draft assessment forms in the same format and on the same platform as expected for administration to students.

Note: The Vendor {Bidder} shall describe its platform according to Section 3.6.1.4 of the Bid Solicitation {RFP} and provide a url (and any required login information) to a draft assessment built in the platform proposed for administration.

The Preliminary Work Plan and its corresponding schedules will serve as the first draft of the Operational Work Plan required of the awardee pursuant to Section 3.2.1 of this Bid Solicitation {RFP}.

4.4.3.2 BLANKET P.O. {CONTRACT} MANAGEMENT

The Vendor {Bidder} should describe its specific plans to manage, ~~cntrol~~control, and supervise the Blanket P.O. {Contract} to ensure satisfactory Blanket P.O. {Contract} completion according to the required schedule. The plan should include the Vendor's {Bidder's} approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports.

4.4.3.3 BLANKET P.O. {CONTRACT} SCHEDULE AND PLANS

4.4.3.3.1 BLANKET P.O. {CONTRACT} SCHEDULE

The Vendor {Bidder} shall include a draft Blanket P.O. {Contract} schedule. If key dates are a part of this Bid Solicitation {RFP}, the Vendor's {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 Vendor {Bidder} should identify the Blanket P.O. {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 Vendor {Bidder}.

4.4.3.3.2 MOBILIZATION PLAN

It is essential that the State have quick use of the functionality this Blanket P.O. {Contract} is to provide. Therefore, each Vendor {Bidder} shall include as part of its Quote {Proposal} a mobilization plan, beginning with the date of notification of Blanket P.O. {Contract} award.

Such mobilization 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 Vendor {Bidder} will have the personnel and equipment it needs to begin work on the Blanket P.O. {Contract} up and operational from the date of notification of award;

b. The Vendor's {Bidder's} plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Vendor's {Bidder's} mobilization of the Blanket P.O. {Contract};

c. **NOTE**: The Vendor {Bidder} should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization;

d. The Vendor's {Bidder's} plan for recruitment of staff required to provide all services required by the Bid Solicitation {RFP} on the Blanket P.O. {Contract} start date at the end of the mobilization period; and

e. The Vendor's {Bidder's} plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Blanket P.O. {Contract} on the required start date.

4.4.3.3.3 TECHNOLOGY PROJECT PLAN

Not applicable to this procurement.

4.4.3.3.4 PRELIMINARY CONTINGENCY PLAN (PCP)

The Vendor {Bidder} shall provide its draft plan to accomplish the work required in Section 3.1.4.3.1 of this Bid Solicitation {RFP}. The Contingency plan must identify key personnel, organization units, and alternate sites with telecommunications and computers. The Preliminary Contingency Plan must also include:

a. Security Plan (reference Sections 3.1.4.3.1(b)(1) and Sections 3.1.4.3.3 of this Bid Solation {RFP}; and

b. Disaster Recovery Plan (reference Section 3.1.4.3.3(b)(4) of this Bid Solation {RFP}.

The Preliminary Contingency Plan should demonstrate to the Evaluation Committee that the Vendor {Bidder} understands the scope of work required for a successful implementation of the system, its operations and maintenance and support.

The Vendor's {Bidder's} Preliminary Contingency Plan will serve as the first draft of the Final Contingency Plan required pursuant to Section 3.1.4.3.1 of this Bid Solicitation {RFP}.

4.4.3.3.5 POTENTIAL PROBLEMS

The Vendor {Bidder} should set forth a summary of any and all problems that the Vendor {Bidder} anticipates during the term of the Blanket P.O. {Contract}. For each problem identified, the Vendor {Bidder} should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Vendor {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 Vendor's {Bidder's} qualifications, and capabilities to perform the services required by this Bid Solicitation {RFP}.

The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote {Proposal}.

4.4.4.1 LOCATION

The Vendor {Bidder} should include the address of the Vendor's {Bidder's} office where responsibility for managing the Blanket P.O. {Contract} will take place. The Vendor {Bidder} should include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

a. **Blanket P.O. {Contract} -Specific Chart**. The Vendor {Bidder} should include a Blanket P.O. {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 Blanket P.O. {Contract}. The chart should include the labor category and title of each such individual; and

b. **Chart for Entire Firm**. The Vendor {Bidder} should include an organization chart showing the Vendor's {Bidder's} entire organizational structure. This chart should show the relationship of the individuals assigned to the Blanket P.O. {Contract} to the Vendor's {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 Blanket P.O. {Contract}. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Blanket P.O.s {Contracts} of a similar size and scope to those required by this Bid Solicitation {RFP}. Resumes should include the following:

a. The individual's previous experience in completing each similar Blanket P.O. {Contract};

b. Beginning and ending dates for each similar Blanket P.O. {Contract};

c. A description of the Blanket P.O. {Contract} demonstrating how the individual's work on the completed Blanket P.O. {Contract} relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation {RFP}; and

d. With respect to each similar Blanket P.O. {Contract}, the name and address of each reference together with a person to contact for a reference check and a telephone number.

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

4.4.4.4 BACKUP STAFF

The Vendor {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 Vendor {Bidder} must hire management, supervisory and/or key personnel if awarded the Blanket P.O. {Contract}, the Vendor {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 Blanket P.O. {Contract} term.

4.4.4.5 EXPERIENCE WITH BLANKET P.O. {CONTRACTS} OF SIMILAR SIZE AND SCOPE

The Vendor {Bidder} should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Vendor's {Bidder's} ability to successfully complete services similar to those required by this Bid Solicitation {RFP}. Emphasis should be placed on Blanket P.O.s {Contracts} that are similar in size and scope to the work required by this Bid Solicitation {RFP}. A description of all such Blanket P.O.s {Contracts} should be included and

should show how such contracts relate to the ability of the firm to complete the services required by this Bid Solicitation {RFP}. For each such contract, the Vendor {Bidder} should provide two (2) names and telephone numbers of individuals for the other Blanket P.O.s {Contracts} party. Beginning and ending dates should also be given for each contract.

The Vendor {Bidder} must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Vendor {Bidder} should provide details, including any negative audits, reports, or findings by any governmental agency for which the Vendor {Bidder} is/was the contractor on any contracts of similar scope. In the event a Vendor {Bidder} neglects to include this information in its proposal, the Vendor's {Bidder's} omission of necessary disclosure information may be cause for rejection of the bidder's proposal by the State.

The Vendor {Bidder} should provide documented experience to demonstrate that each Subcontractor has successfully performed work on Blanket P.O.s {Contracts} of a similar size and scope to the work that the Subcontractor is designated to perform in the Vendor's {Bidder's} Quote {Proposal}. The Vendor {Bidder} must provide a detailed description of services to be provided by each Subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

In order to provide the State with the ability to judge the Vendor's {Bidder's} financial capacity and capabilities to undertake and successfully complete the Blanket P.O. {Contract}, the Vendor {Bidder} should submit opined certified financial statements in accordance with applicable standards by a Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year. If certified financial statements are not available, the Vendor {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 Vendor {Bidder} as of, and for, the periods presented in the statements. In addition, the Vendor {Bidder} should submit a bank reference.

If the information is not supplied with the Quote {Proposal}, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote {Proposal} non-responsive.

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

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

4.4.5 PRICE SCHEDULE/SHEET

The Vendor {Bidder} must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote {Proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a ***NJSTART*** Quote {Proposal}, the Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" Tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***.

4.4.5.2 PRICE SHEET/SCHEDULE ATTACHMENT INSTRUCTIONS

Refer to Bid Solicitation {RFP} Section 3.0 (Scope of Work) for task requirements and deliverables. Vendors {Bidders} shall provide firm fixed pricing for each year (sheets one (1) through seven (7)) of the Blanket P.O. {Contract}. The Vendor's {Bidder's} Price Schedule/ Sheet must be submitted as specified in Section 4.4 (Proposal Content) and Section 4.4.5 (Price Schedule/Sheet). Failure to submit all information required shall result in the proposal being considered non-responsive.

Prices made herein by the Vendors {Bidders} are considered firm fixed and not subject to change (Reference Section 2.2 of the Bid Solicitation {RFP}). No additional fees or costs shall be paid by the State unless there is a change in the scope of work, approved by the Director. The State will not accept any assumptions with regard to firm fixed pricing. The Vendor {Bidder} MUST provide a price for each Price Line or the proposal may be considered non-responsive.

Note[KAT7]**:** With regard to price lines 28-32, *Delivery of Materials – Paper and Pencil (Bid Solicitation {RFP} Sections 3.6.2 and 3.6.3)* and price lines 34-38, *Shipping/Delivery – Paper and Pencil (RFP Section* 3.6.2.3), only price lines 28 and 32 (1-10,000 units) will be used in the calculation of the evaluated price.

Where the Price Sheet/Schedule includes an estimated quantity column, Vendors {Bidders} are advised that estimated quantities may vary throughout the contract term resulting from this RFP. There is no guaranteed minimum or maximum volume for these price lines. The Vendor {Bidder} shall not alter the provided Price Schedule/Sheet as doing so may result in a non-responsive proposal.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.5.3 USE OF "NO BID" VERSUS "NO CHARGE" ON THE PRICE SHEET/SCHEDULE

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate "No Bid" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate "No Charge" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. The use of any other identifier may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive. If the Vendor {Bidder} leaves a price line blank, this shall mean that it was the Vendor's {Bidder's} intent to not submit a price for that price line.

4.4.5.4 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation {RFP}, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes {Proposals} shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes {Proposals} submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B.

does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor's {Contractor's} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Quote {Proposal} and shall be deemed non-responsive.

4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes {Proposals}.

Should the Vendor {Bidder} choose to offer a cash discount the following shall apply:

a. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.4.6 COOPERATIVE PURCHASING PROGRAM

The Vendor {Bidder} should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State Blanket P.O. {Contract} pricing and terms to Cooperative Purchasing Program participants.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O. {CONTRACT}

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket P.O. {Contract} awarded, and the entire agreement between the parties, as a result of this Bid Solicitation {RFP} shall consist of this Bid Solicitation {RFP}, including the State of NJ Standard Terms and Conditions (SSTC), Bid Amendment {Addenda} to this Bid Solicitation {RFP}, the Vendor's {Contractor's} Quote {Proposal}, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O. {Contract}, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

a. Executed Offer and Acceptance Page {Signatory Page};

b. Bid Solicitation {RFP} Section 5, as may be amended by Bid Amendment {Addenda};

c. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP};

d. All remaining sections of the Bid Solicitation {RFP}, as may be amended by Bid Amendment {Addenda};

e. The Vendor's {Contractor's} final submitted Best and Final Offer; and

f. The Vendor's {Contractor's} Quote {Proposal} as accepted by the State.

Note: In the event of conflicting information between the Bid Solicitation {RFP} and fields contained in ***NJSTART***, the Bid Solicitation {RFP} will govern and ***NJSTART*** will be updated via Bid Amendment {Addenda} or Change Order {Contract Amendment}.

5.2 BLANKET P.O. {CONTRACT} TERM AND EXTENSION OPTION

The term of this Blanket P.O. {Contract} shall be for a period of seven (7) years. The anticipated "Blanket P.O. {Contract} Effective Date" is provided on the "Summary" page the Bid Solicitation {RFP} in ***NJSTART***. If delays in the procurement process result in a change to the anticipated Blanket P.O. {Contract} Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. {Contract} for the full term of this Blanket P.O. {Contract}.

This Blanket P.O. {Contract} may be extended up to three (3) years with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. {Contract} or rates more favorable to the State.

5.3 BLANKET P.O. {CONTRACT} TRANSITION

In the event that a new Blanket P.O. {Contract} has not been awarded prior to this Blanket P.O. {Contract} expiration date, including any extensions exercised, and the State exercises this Blanket P.O. {Contract} transition, the Vendor {Contractor} shall continue this Blanket P.O. {Contract} under the same terms and conditions until a new Blanket P.O. {Contract} can be completely operational. At no time shall this transition period extend more than 360 calendar days beyond the expiration date of this Blanket P.O. {Contract}, including any extensions exercised.

5.4 CHANGE ORDER {CONTRACT AMENDMENT}

Any changes or modifications to the terms of this Blanket P.O. {Contract} shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. {Contract}. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {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 this Blanket P.O. {Contract}. The Vendor {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 Blanket P.O. {Contract} shall not in any way relieve the Vendor {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 Vendor's {Contractor's} performance of this Blanket P.O. {Contract}.

5.6 SUBSTITUTION OF STAFF

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

The Vendor {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 Vendor {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 Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation {RFP}.

The Vendor {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 Vendor {Contractor} has received written approval from the Director.

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

The Vendor {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 Vendor {Contractor} in its Quote {Proposal}.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O. {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 Blanket P.O. {Contract} shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Vendor's {Bidder's/Contractor's} Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Vendor {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 Blanket P.O. {Contract}, Vendor {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 Vendor {Bidder} anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote {Proposal}. Otherwise, the language in the first paragraph of this section prevails. If the Vendor {Bidder} identifies such intellectual property ("Background IP") in its Quote {Proposal}, then the Background IP owned by the Vendor {Bidder} on the date of this Blanket P.O. {Contract}, as well as any modifications or adaptations thereto, remain the property of the Vendor {Bidder}. Upon Blanket P.O. {Contract} award, the Vendor {Bidder/Contractor} shall grant the State a nonexclusive, perpetual royalty free license to use any of the Vendor's {Bidder's/Contractor's} Background IP delivered to the State for the purposes contemplated by this Blanket P.O. {Contract}.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Vendor {Contractor} are confidential (State Confidential Information). The Vendor {Contractor} must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Vendor {Contractor} is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Vendor {Contractor}, or any individual or entity in the Vendor's {Contractor's} charge or employ, will be considered a violation of this Blanket P.O. {Contract} and may result in Blanket P.O. {Contract} termination and the Vendor's {Contractor's} suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Vendor {Contractor} shall assume total financial liability incurred by the Vendor {Contractor} associated with any breach of confidentiality.

When requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility

to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees' start date.

The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State of New Jersey from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 VENDOR'S {CONTRACTOR'S} CONFIDENTIAL INFORMATION

a. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.

b. By virtue of this Blanket P.O. {Contract}, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Blanket P.O. {Contract}. Vendor's {Contractor's} Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Vendor's {Contractor's} Quote {Proposal} as Background IP ("Vendor {Contractor} Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Blanket P.O. {Contract} are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

c. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Blanket P.O. {Contract} to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

d. The State agrees to hold Vendor's {Contractor's} Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.

e. In the event that the State receives a request for Vendor {Contractor} Confidential Information related to this Blanket P.O. {Contract} pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Vendor {Contractor} with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Vendor {Contractor} shall take any action it deems appropriate to protect its documents and/or information.

f. In addition, in the event Vendor {Contractor} receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Vendor {Contractor} shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the Vendor {Contractor} of its obligation to

take action to protect such information if the Vendor {Contractor} is aware of a legal reason to do so.

g. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9.1.1(e), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9.1.1(e), or (iv) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(f), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(f).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Vendor {Contractor} at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

a. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (http://www.nj.gov/it/ps/08-04-NJOIT-130_Asset_Classification_Control_Policy.pdf). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (http://www.nj.gov/it/ps/09-10-NJOIT_152_Disposal_and_Media_Sanitization_Policy.pdf).

b. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for educational records and personally identifiable information under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Vendor {Contractor} must also conform to Payment Card Industry (PCI) Data Security Standard.

c. Data Transmission: The Vendor {Contractor} must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Vendor {Contractor} must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Vendor {Contractor} must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

d. Data Storage: All data provided by the State of New Jersey or State data obtained by the Vendor {Contractor} in the performance of the Blanket P.O. {Contract} must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Project Manager. The Vendor {Contractor} must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Vendor {Contractor} must not store or transfer State of New Jersey data outside of the United States.

e. Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

f. Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Vendor {Contractor}. No State data of any kind must be transmitted, exchanged or otherwise passed to other Vendors {Contractors} or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

g. Data Breach: Unauthorized Release Notification: The Vendor {Contractor} must 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 Vendor's {Contractor's} security obligations or other event requiring notification under applicable law ("Notification Event"), the Vendor {Contractor} must assume responsibility for informing the State Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

h. End of Blanket P.O. {Contract} Data Handling: Upon termination/expiration of this Blanket P.O. {Contract} the Vendor {Contractor} must first return all State data to the State in a usable format as defined in the Blanket P.O. {Contract}, or in an open standards machine-readable format if not. The Vendor {Contractor} must then erase, destroy, and render unreadable all Vendor {Contractor} copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within thirty (30) days after the termination/expiration of the Blanket P.O. {Contract} or within seven (7) days of the request of an agent of the State whichever shall come first.

i. The Vendor {Contractor} must provide a Final Security Plan. describing the administrative, physical, technical and systems controls to be used by the system and/or services as outlined in Section 3.1.4.3.1of this Bid Solicitation {RFP}.

5.10 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. {Contract} without the prior written consent of the Director.

5.11 ADVERTISING

The Vendor {Contractor} shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. {Contract} as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Blanket P.O. {Contract}. The Vendor {Contractor} shall comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the RFP, the Vendor {Contractor} shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted

subsequent to this Blanket P.O. {Contract} award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote {Proposal}.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the Vendor {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 this Blanket P.O. {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 BLANKET P.O. {CONTRACT} REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. {Contract} requirements, the Director may take steps to terminate this Blanket P.O. {Contract} in accordance with the SSTC, authorize the delivery of Blanket P.O. {Contract} items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor}, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LIQUIDATED DAMAGES

Not applicable to this procurement.

5.15 RETAINAGE[KAT8]

The amount of retainage for this Blanket P.O. {Contract} is five percent (5%). 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 Vendor's {Contractor's} performance. If performance has been satisfactory, the Using Agency shall release ninety percent (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 Vendor {Contractor} bi-annually for the previous six (6) month period.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Vendor {Contractor} shall not begin performing any additional work or special projects without first obtaining the State Contract Manager's recommendation and the Director's written approval.

In the event of additional work and/or special projects, the Vendor {Contractor} must present a written Quote {Proposal} to perform the additional work to the State Contract Manager. The Quote {Proposal} should provide justification for the necessity of the additional work. The relationship between the additional work and the base Blanket P.O. {Contract} work must be clearly established by the Vendor {Contractor} in its Quote {Proposal}.

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

The written Quote {Proposal} must detail the cost necessary to complete the additional work in a manner consistent with this Blanket P.O. {Contract}. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Vendor {Contractor} in the Vendor's {Contractor's} original Quote {Proposal} submitted in response to this Bid Solicitation {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 Vendor {Contractor} in its original Quote {Proposal}. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Vendor's {Contractor's} written Quote {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 Technology.

In the event the Vendor {Contractor} proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Vendor's {Contractor's} sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

The indemnification provisions set forth in the SSTC, Section 4.1 shall prevail.

5.17.1 INSURANCE[KAT9] ~~–~~

Section 4.2 (paragraph 1) of the SSTC regarding insurance is modified with the addition of the following section regarding professional liability insurance

All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. If the Vendor {Contractor} receives a notice of cancellation, the Contractor must promptly replace such coverage so that no lapse in insurance occurs. Certificates of renewals shall be provided within five (5) business days of the replacement or renewal of the insurance. The Vendor {Contractor} shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box.

~~5.17.1~~5.17.2 PROFESSIONAL[KAT10] LIABILITY INSURANCE

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The Vendor {Contractor} shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Vendor {Contractor} from ~~any~~ liability arising out the professional obligations performed pursuant to the requirements of this Blanket P.O. {Contract}. The insurance shall be in the amount of not less than $1,000,000 each ~~incident~~claim/$2,000,000 aggregate ~~and in such policy forms as shall be approved by the State~~. If the Vendor {Contractor} has claims-made coverage and subsequently changes carriers during the term of this Blanket P.O. {Contract}, it shall obtain from its

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

5.18 ACCESSIBILITY COMPLIANCE

The Vendor {Contractor} shall abide by the State's website standards and guidelines which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. The standards can be located at the following links:

a. http://nj.gov/it/ps/07-12-NJOIT_web_accessibility_policy.pdf; and

b. http://www.state.nj.us/it/ps/Web_Site_Standards_Guidelines.pdf.

5.19 BLANKET P.O. {CONTRACT} ACTIVITY REPORT

The Vendor {Contractor} must provide, on a calendar quarterly basis, a record of all purchases made under this Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of this Blanket P.O. {Contract}, sales to counties, municipalities, school Districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State agencies. Quasi-State agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft excel such that an analysis can be made to determine the following:

a. Vendor's {Contractor's} total sales volume, with line item detail, to each purchaser under this Blanket P.O. {Contract};

b. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Blanket P.O. {Contract} discount applied; and

c. Total dollars paid to Subcontractors.

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

The Vendor {Contractor} must submit the required information in Microsoft Excel format to NJSupplierReports@treas.nj.gov.

Reports are due:

Quarter 1:	January 1st through March 31st – due by April 30th
Quarter 2:	April 1st through June 30th – due by July 30th
Quarter 3:	July 1st through September 30th – due by October 30th
Quarter 4:	October 1st through December 31st – due by January 30th

5.20 ELECTRONIC PAYMENTS

With the award of this Blanket P.O. {Contract}, the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number, and if the bank

account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: http://www.state.nj.us/treasury/omb/forms/index.shtml. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Vendors {Contractors} access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.nj.gov to request access to this application.

5.21 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor's {Bidder's} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this Blanket P.O. {Contract}. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O. {Contract}, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTE {PROPOSAL} EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities or omissions in a Quote {Proposal}. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE {PROPOSAL} ACCEPTANCE

The Director reserves the right to reject any or all Quotes {Proposals}, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket P.O.s {Contracts} in accordance with N.J.S.A. 52:34-12. Tie Quotes {Proposals} will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O. {Contract}.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes {Proposals}. Such consultation is intended to assist the State in making a Blanket P.O. {Contract} award that is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a Blanket P.O. {Contract} award, including factors necessary to evaluate the Vendor's {Bidder's} financial capabilities to perform the Blanket P.O. {Contract}. Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote {Proposal} price was determined.

6.5 QUOTE {PROPOSAL} EVALUATION COMMITTEE

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

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTE {PROPOSAL}

After the submission of Quotes {Proposals}, unless requested by the State as noted below, Vendor {Bidder} contact with the State is still not permitted.

After the Quotes {Proposals} are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quotes {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 Quote {Proposal}, except to the extent that correction of apparent clerical mistakes results in a modification.

The Vendor {Bidder} may be required to give an oral presentation to the State concerning its Quote {Proposal}.

A Vendor {Bidder} may not attend the oral presentations of its competitors.

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

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes {Proposals} received in response to this Bid Solicitation {RFP}. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.7.1 TECHNICAL EVALUATION CRITERIA

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

a. Personnel: The qualifications and experience of the Vendor's {Bidder's} management, supervisory, and key personnel assigned to the Blanket P.O. {Contract}, including the candidates recommended for each of the positions/roles required.

b. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing Blanket P.O. {Contracts} of a similar size and scope in relation to the work required by this Bid Solicitation {RFP}.

c. Ability of firm to complete the Scope of Work based on its Technical Quote {Proposal}: The Vendor's {Bidder's} demonstration in the Quote {Proposal} that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O. {Contract}.

6.7.2 VENDOR'S {BIDDER'S} PRICE SCHEDULE

For evaluation purposes, Vendors {Bidders} will be ranked from lowest to highest according to the total of the Quoted prices located on the Price Sheet/Schedule accompanying this Bid Solicitation {RFP}.

6.7.3 QUOTE (PROPOSAL) DISCREPANCIES

In evaluating Quotes {Proposals}, 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 correct sum of the column of figures.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

6.7.4 EVALUATION OF THE QUOTES {PROPOSALS}

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose Quote {Proposal}, conforming to this Bid Solicitation {RFP}, is most advantageous to the State, price and other factors considered. The Evaluation

Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor {Bidder}.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes {Proposals}, the Division may establish a competitive range and enter into negotiations with one (1) Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Division to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Division may invite one (1) Vendor {Bidder} or multiple Vendors {Bidders} to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Division may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes {Proposals} and as applicable, negotiation(s), and/or BAFO(s), the Division will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s) {Proposal(s)}, conforming to the Bid Solicitation {RFP}, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote {Proposal} in response to this Bid Solicitation {RFP} since the State may, after evaluation, make a Blanket P.O. {Contract} award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes {Proposals}, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a Blanket P.O. {Contract} is issued.

If the Division contemplates negotiation, Quote {Proposal} prices will not be publicly read at the Quote {Proposal} opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote {Proposal} opening.

6.9 "REQUEST FOR REVISION" WITHIN *NJSTART*

The State may request a revision of the Vendor's {Bidder's} Quote {Proposal} within ***NJSTART***. The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO

is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote {Proposal} other than as requested by the State shall be considered null and void.

6.10 POOR PERFORMANCE

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation {RFP}. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. {Contract} cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

7.0 BLANKET P.O. {CONTRACT} AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 *et seq.*

a. The State shall not enter into a Blanket P.O. {Contract} to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

b. Prior to awarding any Blanket P.O. {Contract} or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the Blanket P.O. {Contract} shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four (4) years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O. {Contract}, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a Blanket P.O. {Contract} under this Bid Solicitation {RFP}, as well as future Blanket P.O. {Contract} opportunities.

c. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O. {Contract}, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended awardee with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} should verify its Chapter 51 Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Chapter 51 Compliance status, ***NJSTART*** provides a link to take corrective action.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all Blanket P.O.s {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 Vendor {Contractor} or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended awardee of a Blanket P.O. {Contract} primarily for services with the State of New Jersey must disclose the location by country where services under the Blanket P.O. {Contract}, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation {RFP}. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A BLANKET P.O. {CONTRACT} TO THE VENDOR {BIDDER}.

If any of the services cannot be performed within the United States, the Vendor {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 Vendor {Bidder} to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.1.2.1 BREACH OF BLANKET P.O. {CONTRACT}

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE BLANKET P.O. {CONTRACT} SHALL BE DEEMED A BREACH OF BLANKET P.O. {CONTRACT}. If, during the term of the Blanket P.O. {Contract}, the Vendor {Contractor} or Subcontractor, who had upon Blanket P.O. {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 Vendor {Contractor} shall be deemed to be in breach of its Blanket P.O. {Contract}. Such Blanket P.O. {Contract} shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

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

Vendors {Bidders} should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Affirmative Action Compliance status, ***NJSTART*** provides a link to take corrective action.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. See Section 4.4.2.1 of this Bid Solicitation {RFP} for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Business Registration Certification Active status, ***NJSTART*** provides a link to take corrective action. Vendors {Bidders} may refer to the QRG "Vendor Categories and Certifications" for instructions on completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.2 FINAL BLANKET P.O. {CONTRACT} AWARD

Blanket P.O {Contract} award[s] will be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose Quote(s) {Proposal(s)}, conforming to this Bid Solicitation {RFP}, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes {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[KAT11] CERTIFICATES

The Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O. {Contract}, ~~naming~~ including the State as an Additional Insured, as required in Section 4.2 of the SSTC. See Section 4.2 of the SSTC accompanying this Bid Solicitation {RFP}.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Insurance Certification Compliance status, contact the Division Procurement Specialist.

7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

8.0 BLANKET P.O. {CONTRACT} ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O. {Contract}.

The State Contract Manager for this project will be identified at the time of execution of Blanket P.O. {Contract}. At that time, the Vendor {Contractor} will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. {Contract} where only one (1) State office uses the Blanket P.O. {Contract}, the State Contract Manager will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O. {Contract}, approving the deliverables and approving payment vouchers. The State Contract Manager is the person who the Vendor {Contractor} will contact **after the Blanket P.O. {Contract} is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. {Contract}. The State Contract Manager is responsible for coordinating the use of the Blanket P.O. {Contract} and resolving minor disputes between the Vendor {Contractor} and any component part of the State Contract Manager's Department. The State Contract Manager is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O. {Contract}, direct or approve a Change Order {Contract Amendment}.

If the Blanket P.O. {Contract} has multiple users, the State Contract Manager shall be the central coordinator of the use of the Blanket P.O. {Contract} for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. {Contract} must notify and coordinate the use of the Blanket P.O. {Contract} with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. {Contract} user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the Blanket P.O. {Contract} by Blanket P.O. {Contract} users shall be directed to the State Contract Manager. The Vendor {Contractor} may contact the State Contract Manager if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. {Contract} users.

9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS[KAT12]

(Rev: 6/12/17)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

***NJSTART* Term**	**Equivalent Existing New Jersey Term**
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq*.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of

Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq*. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq*., as amended and supplemented from time to time.

2.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 *et seq*. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, *et seq*.

2.5 MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 *et seq*. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

A. Make or solicit a contribution in violation of the statute;

B. Knowingly conceal or misrepresent a contribution given or received;

C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

D. 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 Lieutenant Governor, or to any State or county party committee;

E. 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;

F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or

H. 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.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The 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 N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

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

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

2.10 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A.

34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree 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 it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;

2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and

4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 *et seq*., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 *et seq*. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance 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, 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 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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 this contract;

B. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and

C. In the event of a patent and copyright 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.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 60 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

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

A. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State

of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;

C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. $1,000,000 DISEASE EACH EMPLOYEE; and
3. $1,000,000 DISEASE AGGREGATE LIMIT.

a. This $1 million amount may have been raised by the RFP when deemed necessary by the Director; and

b. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 *et seq*., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 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 deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision

taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK

The State 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 for goods ordered, goods delivered, or services requested and performed 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 shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

A. For Convenience:

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 *et seq.*, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and

2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 *et seq*., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT

a. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor'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; and

b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;

b. All equipment supplied to the State and operated by electrical current is UL listed where applicable;

c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;

d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;

e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;

f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;

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

c. Items delivered must be strictly in accordance with the contract; and

d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent,

hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.
In connection with this assignment, the following are the express obligations of the contractor:

a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;

b. It shall advise the Attorney General of New Jersey:

1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and

2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and

d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.
Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily

completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, 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 or using agency before payment will be authorized;

c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor 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 www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers 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 are optional. P-card transactions do not require the submission of a contractor invoice; 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.

6.5 NEW JERSEY PROMPT PAYMENT ACT

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

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

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section 7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
    1. Paper and paper products listed in 40 C.F.R. 247.10;
    2. Certain vehicular products as listed in 40 CFR 247.11;
    3. Certain construction products listed in 40 C.F.R. 247.12;
    4. Certain transportation products listed in 40 C.F.R. 247.13;
    5. Certain park and recreation products, 40 C.F.R. 247.14;
    6. Certain landscaping products listed in 40 C.F.R. 247.15;
    7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
    8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, “recovered material” means:
    1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
    2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
        a. Postconsumer materials such as --
            i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
            ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
        b. Manufacturing, forest residues, and other wastes such as --
            i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
            ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;

iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and

v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsectin (A),. For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments

under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.3 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of $ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.6 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of $ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding $ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 *et seq*. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq*., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1 *et seq*.**

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 *et seq*. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 *et seq*., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as

supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or

schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public

Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27-1 *et seq*.).

EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as