

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

2022-RFP-155– Microsoft Cloud Development and Support Services – Microsoft Partner Collection

DATE: March 14, 2023

ADDENDUM #1

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above referenced solicitation.

This Addendum is divided into the following parts:

- PART 1: Answers to bidder questions; and/or**
PART 2: Additions, deletions, clarifications, and modifications to the RFP.

PART 1: Answers to bidder questions;

No.	PART 1: Questions	PART 1: Answers
1.	Whether companies from Outside USA can apply for this? (Like from India or Canada)	<p>Pursuant to Section 3.2 of the RFP:</p> <p>“3.2 Geographic Restrictions – US Sourced Only:</p> <p>Interested Proposers shall note that in accordance with N.J.S.A. 52:34-13.2, ALL services and / or Work performed and / or provided during the term of the contract and any extensions thereto shall be provided in the United States. When contacting the Contractor for technical or User support, such initial point of contact shall be made directly with the Contractor, who shall maintain its offices in the United States. If such services cannot be provided within the United States, the Proposer shall address this specific service and present as a question during the “Questions and Answers Period” afforded for this solicitation. NO EXCEPTIONS.</p> <p>The Proposer shall be required to substantiate his claim when presenting the question since such a request will require review by several State Agencies before a decision can be rendered.</p> <p>Following award of the contract, if the Contractor is found to have moved, transferred or shifted any such</p>

		<p>services outside the United States, such action shall be determined to be deliberate and as such deemed a breach of contract. If, during the term of the contract and any extensions thereto, the Contractor, and / or subconsultant or subcontractor transfers the performance of any of the services outside the United States, the contract shall be subject to termination for cause pursuant. NO EXCEPTIONS.”</p> <p>Furthermore, pursuant to RFP, Section 4.2.3.6,</p> <p>“It is highly recommended that Source Disclosure Certification be submitted with the Bid Proposal. Pursuant to N.J.S.A. 52:34-13.2, all of the Authority’s contracts, prior to an award of Contract primarily for services, shall be performed within the United States. Pursuant to the statutory requirements, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The Proposer must complete and submit the Source Disclosure Form accompanying this RFP. The Proposer’s inclusion of the completed Source Disclosure Form with the Proposal is requested and advised. If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.</p> <p>If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Proposer to form the basis of his or her certification that the services cannot be performed in the United States.”</p> <p>Please be guided by the above terms and requirements.</p>
<p>2.</p>	<p>Whether we need to come over there for meetings?</p>	<p>It is expected that the majority of meetings will be done in the virtual setting (Teams, etc.). However, the Authority reserves the right to conduct in person meetings.</p>
<p>3.</p>	<p>Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)</p>	<p>See answer to question 1.</p>

<p>4.</p>	<p>Can we submit the proposals via email?</p>	<p>No. Please see Section 1.3.6 for submissions of proposals – electronic or hard copy. Electronic proposal submissions are strongly preferred and please review Section 1.3.6.1 as to process. Specifically this section provides that:</p> <p>“Proposers should submit a complete, ELECTRONIC Proposal, in “read only” PDF file format using Adobe Acrobat Reader software that must be viewable by Authority evaluators.</p> <p>The subject line of the RFP submission and any attachments are all to be clearly labeled.</p> <p>EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format:</p> <p>“(Proposer’s Company Name) - Bid Submission-2022-RFP-155 Microsoft Cloud Development & Support Services – Microsoft Partner Collection, and the (file/document title)”</p> <p>All RFP electronic Proposal documents must be uploaded to the Authority’s ShareFile system via:</p> <p>https://njeda.sharefile.com/r-d5cc1559668748e3b674514808098911</p> <p>It is highly recommended that you initiate the upload of your bid Proposal/submission a minimum of four (4) hours prior to the Proposal Submission due date/time on the front cover to allow some time to identify and troubleshoot any issues that may arise when using the ShareFile application. Technical inquiries may be directed to EDAProcurementQA@njeda.com.</p> <p>NOTE: Any bids received after the date and time specified shall not be considered. All Proposal submissions, once opened, become the property of the Authority and cannot be returned to the Proposer. If a Proposer uploads multiple documents, the NJEDA will only consider the last version of the document uploaded, provided it is uploaded by the stated deadline.”</p>
<p>5.</p>	<p>Would the government consider providing potential offerors with a two week extension on the RFP response due date (4 April 2023)</p>	<p>Respectfully, at this time the response deadline for responses and proposals will remain the same and not be extended.</p>

6.	<p><u>RFP, Section 1.3.6.3</u></p> <p>The RFP response due date is listed on page 1 as 21 March, but the response date based on this section implies 11 April. Can the government clarify the due date?</p>	<p>Please be advised that the due date is March 21, 2023 at 1:00 PM ET.</p>
7.	<p>What version of Microsoft Dynamics CRM is currently implemented? What modules within it? IE Sales, Customer Service, Field Service, etc.</p>	<p>Please be advised that the version follows: Microsoft Dynamics 365 2022 release wave 2 enabled Server version: 9.2.23014.00182 Client version: 1.4.5286-2301.4</p> <p>This is a highly customized implementation with hundreds of custom objects all around CRM.</p>
8.	<p>Scope repeatedly uses the term “assist.” What level of technical staff is currently employed by EDA?</p>	<p>The level of technical staff is at basic level. “Assist” can mean report writing, building a new custom object, data transformation, BAs, QAs, Testers and Devs are all required from partners, among other tasks.</p>
9.	<p>How many Dynamics 365 CRM users are there?</p>	<p>The Authority typically has between 350 to 500 CRM users.</p>
10.	<p><u>RFP, Section 1.1</u></p> <p>Will NJEDA allow for a 4 hour response time for issues classified as Critical (section 3.7.7)?</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications. Please see section 3.7.7 and be guided accordingly.</p>
11.	<p><u>RFP, Section 1.3.1.1</u></p> <p>Will NJEDA remove or lower restrictions on the resolution times in the RFP (section 3.7.7)?</p>	<p>See answer to Question 10.</p>
12.	<p>Is NJEDA willing to lower the response time from 1 hour to 3 hours?</p>	<p>See answer to Question 10.</p>

13.	How is data stored and protected in Microsoft 365?	Pursuant to Authority's IT policy and practice, and certain proprietary concerns, this information will be provided to the successful vendor(s).
14.	Are there any sensitive data or personally identifiable information (PII) stored in Microsoft 365, and if so, how is it secured?	Pursuant to Authority's IT policy and practice, and certain proprietary concerns, this information will be provided to the successful vendor(s). However, please assume the Authority has various types of data to protect.
15.	What is the current configuration of Microsoft 365, and has it been reviewed for security best practices?	The Authority has completed two (2) code reviews with Microsoft in November 2022. They are currently engaged to assess the Authority's entire deployment including the Authority's Power Platform and development of a defined factory.
16.	What level of access do users have in Microsoft 365, and how is it managed?	Access is role based security managed by the Authority's ITS Systems group.
17.	Are there any third-party applications or services integrated with Microsoft 365, and if so, how is their security assessed and managed?	Please be advised that there is a major financial application which is managed by the developer firm.
18.	What kind of authentication methods are used to access Microsoft 365, and are they secure?	Please be advised that this topic, beyond post onboarding discussions, is not within the scope of work for this procurement.
19.	How are security incidents and threats detected and responded to within Microsoft 365?	Please see answer to question 18.
20.	What is the process for updates in Microsoft 365, and how is it monitored?	The Authority's partners work with us to plan, test and implement all updates. The Authority does ask its partners to help keep it informed. However, the Authority does also have very advanced support direct with the vendor.

21.	Are there any compliance requirements that need to be met, and if so, how are they managed in Microsoft 365?	Yes. The Authority uses meta data, AI, workflows and follows State guidelines and requirements.																																																												
22.	How is data backup and recovery managed in Microsoft 365?	This will be discussed post award with the successful vendor(s) including the associated requirements.																																																												
23.	What is the current licensing in the Microsoft 365 tenant?	<p>Response follows:</p> <table border="1" data-bbox="753 669 1471 1161"> <thead> <tr> <th>Product Title</th> <th>Total Licenses</th> <th>Expired Licenses</th> <th>Assigned Licenses</th> </tr> </thead> <tbody> <tr> <td>Dynamics 365 Customer Engagement Plan for Government</td> <td>498</td> <td>0</td> <td>474</td> </tr> <tr> <td>Enterprise Mobility + Security G5 GCC</td> <td>50</td> <td>0</td> <td>30</td> </tr> <tr> <td>Exchange Online (Plan 2) for GCC</td> <td>330</td> <td>0</td> <td>314</td> </tr> <tr> <td>Microsoft 365 Audio Conferencing for GCC</td> <td>52</td> <td>0</td> <td>0</td> </tr> <tr> <td>Microsoft 365 GCC G5</td> <td>500</td> <td>0</td> <td>496</td> </tr> <tr> <td>Microsoft Power Automate Free</td> <td>10000</td> <td>0</td> <td>2</td> </tr> <tr> <td>Microsoft Teams Domestic Calling Plan (120 min) for GCC</td> <td>19</td> <td>0</td> <td>12</td> </tr> <tr> <td>Microsoft Teams Phone Resource Account for GCC</td> <td>25</td> <td>0</td> <td>2</td> </tr> <tr> <td>Microsoft Teams Rooms Standard for GCC</td> <td>18</td> <td>0</td> <td>12</td> </tr> <tr> <td>Power Apps per user plan for Government</td> <td>1</td> <td>0</td> <td>0</td> </tr> <tr> <td>Power Automate per user plan for Government</td> <td>1</td> <td>0</td> <td>0</td> </tr> <tr> <td>Visio Plan 2 for GCC</td> <td>60</td> <td>0</td> <td>52</td> </tr> <tr> <td>Windows 10/11 Enterprise E5 Commercial (GCC Compatible)</td> <td>350</td> <td>0</td> <td>0</td> </tr> <tr> <td>Yammer for Gov (Enterprise Yammer)</td> <td>450</td> <td>0</td> <td>434</td> </tr> </tbody> </table>	Product Title	Total Licenses	Expired Licenses	Assigned Licenses	Dynamics 365 Customer Engagement Plan for Government	498	0	474	Enterprise Mobility + Security G5 GCC	50	0	30	Exchange Online (Plan 2) for GCC	330	0	314	Microsoft 365 Audio Conferencing for GCC	52	0	0	Microsoft 365 GCC G5	500	0	496	Microsoft Power Automate Free	10000	0	2	Microsoft Teams Domestic Calling Plan (120 min) for GCC	19	0	12	Microsoft Teams Phone Resource Account for GCC	25	0	2	Microsoft Teams Rooms Standard for GCC	18	0	12	Power Apps per user plan for Government	1	0	0	Power Automate per user plan for Government	1	0	0	Visio Plan 2 for GCC	60	0	52	Windows 10/11 Enterprise E5 Commercial (GCC Compatible)	350	0	0	Yammer for Gov (Enterprise Yammer)	450	0	434
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24.	What is your current O365 license?	The current O365 license is MS365 GCC 5.																																																												
25.	Do you have any known third party applications in your 365?	The Code review and assessment from Microsoft will be available to the successful vendor(s) for review post award.																																																												
26.	Do external users have access to Office 365(via external forest in AD or Forms Based Authentication with a database)?	In most engagements the Authority provides the licensing.																																																												

27.	Any major LOB system integrations with O365 you are aware of?	The Authority is not aware of any major LOB system integrations with O365.
28.	Do you have custom branding on your SharePoint?	Yes. The Authority has custom branding on its SharePoint.
29.	Please let us know of any customizations in your O365 environment.	There is nothing of note in the scope of work for this procurement.
30.	Do you have any sensitive content that needs to be encrypted to avoid printing/sharing/downloading?	Yes. This content is managed by EDA Systems Staff.
31.	Are users currently using OneDrive and would you consider the current adoption of Office 365 good?	Yes. The Authority is currently using OneDrive. The remaining portion of this question is unclear.
32.	Do you have paper-driven processes you wish to automate? Can you please describe?	Yes. The Authority is currently addressing these processes wherever possible.
33.	Do you need document ingestion from image or paper into readable PDF? If so, how many documents do you anticipate you will need to ingest?	No. It is anticipated that this will not be needed.
34.	How many different business units will participate in this process?	It is expected that up to twenty (20) business units will participate.
35.	Do you currently use Teams and how is the adoption?	Yes. Teams is fully adopted across the Authority.

36.	Do you currently use SharePoint Online?	Yes. SharePoint Online is used for Internal sites and to link Dynamics CRM data to files.
37.	Do you need any retention policies enabled in 365, if so how many?	Yes. This is part of the current project and the Authority has both State guidelines and EDA guidelines. Both documents will be provided to the successful vendor(s) upon award.
38.	Do you need DLP and AIP policies in O365?	No. These are not needed at this point.
39.	Please describe a complex workflow you would like to port to O365.	As an example only: T&E automated workflow with manager approvals.
40.	How many such workflows you anticipate we will help you with?	At this time, it is anticipated that there will be more than ten (10) workflows.
41.	Please describe the desired user experience in D365 when navigating to associated documents. Are you familiar with the out of the box integration between SharePoint and Dynamics and what are some aspects you would like improved	Yes. IT is familiar, hence replacing our legacy FoxPro systems with Dynamics CRM and SharePoint.
42.	How many documents (in number as well as size in TB) do you anticipate we will need to migrate into O365 for you?	This project is underway, and we are augmenting manual moves, automation or decisioning to remain in current location read only until retention expires for closed projects. Uncertain as to why TB would be more relevant than type, age and state.
43.	Are you planning to archive parts of your content?	Yes. However, at this time the Authority will not need assistance as to archiving parts of content.

44.	Are your current permissions accurate or do you want RSM to help clean such permissions up and restructure your content?	Our current permissions are fine and the authority does not need restructuring at this time.
45.	Would NJEDA be open to an extension?	Respectfully, the NJEDA is not willing to consider or accept requested modifications
46.	<p><u>RFP, Section 1.1</u></p> <p>There is some slight difference in desired scope between the Introduction section (p4) and Scope of Work (p17). Is the desired scope the combined list of both?</p> <p>Page 4: The Authority has an ongoing need to build out its Microsoft Cloud presence by:</p> <ul style="list-style-type: none"> • expanding the customization to the Dynamics CRM 365 Platform; • linking data to documents. adding security and apply document retention policies by further integrating the out of the box functionality between SharePoint 365 and Dynamics CRM; • migrating legacy files to SharePoint through automation; • grow Portals to host all program applications delivered by the EDA and create additional customer interfaces; • data deduplication of account and contact records; • enhance integration of Dynamics 365 to 	Please consider all within the scope of this procurement. If there is a specific conflict it will be discussed, reviewed and decided with the successful vendor(s) post award.

	<p>existing or new financial system;</p> <ul style="list-style-type: none">• better integrate the Office 365 platform into workflows;• recode existing workflow programs to use the Power Platform;• develop a long term migration strategy for legacy Great Plains Accounting to Dynamics 365;• examine the Microsoft Cloud security mechanism in place;• review and recommend cloud transformation through Custom off the Shelf (“COTS”) software to handle financial transaction data that supports CRM project data and programs; and,• assess systems in order to propose other process improvement recommendations. <p>Page 17: The Authority seeks to build out the ITS Microsoft Cloud presence, including but not limited to, the following work by the Contractor(s):</p> <ul style="list-style-type: none">• explore Microsoft platforms other than Portals to launch small volume programs that allows the data to flow easily into Dynamics CRM 365.• expanding the customization to the Dynamics CRM 365 Platform;• assist in growing the Portals 365 to host	
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	<p>most program applications delivered by the EDA;</p> <ul style="list-style-type: none"> • assist in creating additional customer interfaces; • assist in creating better integration into the Office 365 platform into workflows; • assist in recoding existing workflow programs to use the Power Platform; • examine the Microsoft Cloud security mechanisms in place and recommend enhancements; <p>assess systems in order to propose other process improvement recommendations..</p>	
<p>47.</p>	<p><u>RFP, Section 3.3</u></p> <p>Section 3.3 EDA Review and Approval. Vendor requests the insertion of formal User Acceptance Criteria in either this Section or the Task Order Request (TOR). Current language is very broad. Example language is provided below: Upon delivery by Vendor of a Deliverable to Client in accordance with this TOR, Client will have five (5) business days from the date of receipt of the Deliverable to evaluate, review and test such Deliverable (“Test Period”) in accordance with the specifications and test criteria set forth in the applicable TOR. In the event that Client believes that a Deliverable does not conform to the specifications, or the test criteria set forth in this TOR, then Client will notify Vendor in writing within the Test Period setting forth</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>

<p>the reason or reasons why Client believes that such Deliverable does not conform. Client will identify all non-conformities within a single written notice of rejection unless a non-conformity prevents Client from evaluating or testing certain portions of a Deliverable. Client may reject a Deliverable only for its material failure to conform to either the specifications or test criteria set forth in this TOR. If Vendor has not received a written notice of rejection of a Deliverable within the Test Period, then such Deliverable will be deemed to be accepted by Client. If Client delivers to Vendor written notice of rejection of a Deliverable within the Test Period, then Vendor will have ten (10) days from the date of receipt of a written notice of rejection either (i) to correct the non-conformities that Client identifies in the written notice or (ii) to develop a plan mutually agreeable to Client and Vendor to correct the non-conformities that Client identified in the written notice within a period of time agreed to by the parties in the plan; but in no event will this be for a period of time less than thirty days.</p> <p>Upon correction, Vendor will resubmit the corrected Deliverable to Client for evaluation, review, and testing and the procedure set forth above will be repeated. Such procedure will continue until the earlier of (i) the expiration of the Test Period without delivery of a written notice of rejection by Client, or (ii) the date written notice of acceptance is delivered to Vendor by Client ("Date of Acceptance"). In the event that the client puts the Deliverable into any production or business use, then such</p>	
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	<p>Deliverable will be deemed to be accepted by Client.</p>	
<p>48.</p>	<p><u>RFP, Section 3.7.1</u></p> <p>The RFP (p23) lists the following roles requiring direct, full-time employees, not to be subcontracted.</p> <ul style="list-style-type: none"> • Senior Executive / Manager • Project Manager • Business Analyst • Business Data Architect • Lead Developer Dynamics CRM 365 • Lead Developer Power Platform (Portals) • Developer - Standard All Platforms • Reports Developer All Platforms • UAT/Testing Script Manager <p>There are additional roles listed in the Fee Schedule (.xlsx), including:</p> <ul style="list-style-type: none"> • Lead Developer SharePoint • Dynamics GP Specialist • Office365 and Azure Support Engineer <p>Can the Authority confirm the full list of desired positions? Do the additional three roles included on</p>	<p>In the preparation of your proposal submission, please fully complete the Fee Schedule.</p> <p>In addition, pursuant to Section 1.4.8, the use of subcontractors is permitted.</p> <p>For purposes of this RFP, the Authority will consider Proposals submitted which may employ the use of Subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting contract.</p> <p>See Proposer’s Checklist – Subcontractor Utilization Form, complete & submit, if applicable.</p> <p>The Contractor shall be fully responsible to the Authority for the acts and omissions of its Subcontractors and/or subconsultants, and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.</p> <p>The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contracts Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Authority may exercise over the Contractor under any provision of the Contract Documents. Proposers should note that the Contractor retains the sole and absolute responsibility for the management and supervision of all Subcontractors to a high quality of service. Such Subcontractors must possess a valid</p>

	<p>the Fee Schedule represent roles that are included but are allowed to be subcontracted?</p>	<p>“Business Registration Certificate”, as further detailed in “Section 4.2.4.5 Compliance – Business Registration Certificate” of this RFP. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors. Nothing contained in this RFP and subsequent Contract shall create any contractual relation between any Subcontractor and the Authority.</p>
<p>49.</p>	<p><u>RFP, Section 3.7.1</u></p> <p>The RFP requests identification of an Assistant Project Manager. Should this person be listed in the same line of the Fee Schedule as the Project Manager, or should we add a new role?</p>	<p>Please complete the Fee Schedule as presented and do not alter, change or modify same. Any such modifications will not be accepted and will result in the Proposer’s proposal deemed non-responsive and be rejected. Please see Section 4.2.2..</p> <p>Moreover, please review Section 3.7.1 and provide your best and reasonable efforts in responding to same.</p>
<p>50.</p>	<p><u>RFP, Section 4.2.1 – IV, V, VI</u></p> <p>Can the Authority define what roles are considered “key roles” requiring three client references each? Is it the list provided on p.23 of the RFP (9 roles) or the list in the Fee Schedule (12 roles)?</p>	<p>The nine (9) roles in the RFP are considered to be “key roles.”</p>
<p>51.</p>	<p><u>RFP, Section 5.8</u></p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications</p>

	<p>Ownership of Material. Vendor requests the following be added to the end of the Section "Vendor retains the right to resell any software products or enhancements developed in the performance of the Work under this contract". This is a reasonable, industry standard request.</p>	
52.	<p><u>RFP, Section 5.9.1</u></p> <p>Is there any flexibility for the NJEDA to negotiate any sort of liability cap, versus the unlimited liability as stated in the RFP?</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>
53.	<p><u>RFP, Section 3.1</u></p> <p>Will EDA consider separation of development/process consulting services from Technical Support Services for Task Order Requests (TORs)?</p>	<p>Yes. The EDA will consider separation of development/process consulting from technical support services in regard to the TORs.</p>
54.	<p><u>RFP, Section 3.1</u></p> <p>What is the volume of the existing workflow that would need to be recoded into the Power Platform?</p>	<p>Please be advised that the volume is 30-50 and growing.</p>
55.	<p><u>RFP, Section 3.1</u></p> <p>What is the existing integration footprint? ERP, EHR, Expense, etc.</p>	<p>The existing integration footprint is 6, 0, 2.</p>
56.	<p><u>RFP, Section 3.1</u></p> <p>What new systems integrations are needed that do not currently exist?</p>	<p>The Authority is uncertain at this time. It may be the first Task Order Request.</p>

57.	<u>RFP, Section 3.1</u> What is the existing M354 user licensing model? E5, E3, E1, etc.?	The existing M354 user licensing model is E5.
58.	Have any analyses been done on process efficiencies and inefficiencies across the CRM workflow? If so, which processes/areas suggest the greatest need for improvement?	Yes. Analyses have been done on process efficiencies and inefficiencies for the Financial, Procurement and HR departments.
59.	Have any analyses of users or user segmentation already been conducted to understand adoption gaps? What interventions have been attempted recently?	Analyses are currently underway. The Authority has no results as of the date of this Addendum.
60.	<u>RFP, Section 1.1</u> Can the EDA share responsibilities or alignments of the RFP requirements that may remain with Spruce Technologies and/or where or how the augmentation is anticipated with newly awarded vendors?	No. Not at this time.
61.	<u>RFP, Section 3.1</u> In reference to the COVID-related responses, can the EDA share a summary list of the highest priority projects that were identified as part of the next step to the legacy conversion project?	Not at this time. This will be shared with the successful vendor(s) upon Award.
62.	<u>RFP, Section 3.1 (and 3.4 Objective 3 in Grid 1</u> Can the EDA share any infrastructure details about the	Not at this time. This will be shared with the successful vendor(s) upon Award.

	<p>modernization that occurred during the pre-COVID timeline? What remains, if anything on the old architecture that may need to be considered or addressed by vendors awarded from this RFP?</p>	
<p>63.</p>	<p><u>RFP, Section 3.7</u></p> <p>Please confirm that the requirements for deliverables are requirements following a TOR award and not a requirement, to be described in exemplification, for the RFP response.</p>	<p>Please review this Section and provide your best and reasonable efforts in responding to same. Proposal submissions should be as to the scope of work in Section 3 and the associated tasks and deliverables.</p>
<p>64.</p>	<p><u>RFP, Section 4.2.1 – Section II – C</u></p> <p>This appears to be following a task order model where companies will be prequalified and subsequent task orders issued. There is also a request for specific work plans and resources. Is the state looking for these as examples since the specific scope of works has not been defined as part of the RFP?”.</p>	<p>Please see answer to question 63.</p>
<p>65.</p>	<p><u>RFP, Section 4.2.1 – Section VII</u></p> <p>The RFP states that our proposal shall include subcontractors anticipated. Given how unique needs may create unique needs, should the vendor identify a subcontractor AFTER award, is there a process to which the EDA would be notified of the request for a new subcontractor’s services?</p>	<p>Please be advised that it will be permitted and allowed to subcontract as provided pursuant to the RFP. Please see Section 1.4.8, Section 4.2.3.15 as to subcontractor utilization plan, Section 5.7 as to substitution or addition of subcontractor(s) and Exhibit A – Contract.</p>

66.	<p><u>RFP, Section 4.2.2.3</u></p> <p>Should a vendor include a contractual Cost of Living Adjustment (COLA) within it's submitted pricing, would the submission be considered non-compliant?</p>	<p>Please complete the Fee Schedule as presented and do not alter, change or modify same. Any such modifications will not be accepted and will result in the Proposer's proposal deemed non-responsive and be rejected. Please see Section 4.2.2..</p> <p>Pursuant to Section 4.2.2.3: "Pricing shall remain firm throughout the term of the contract and any extensions, thereto."</p>
67.	<p><u>RFP, Sections 4.2.3.8 and 4.2.3.9</u></p> <p>The proposal recommends that small and minority businesses and disabled veteran's consider bidding. Should a vendor not be designated as such, will the EDA provide higher level consideration of vendors that include these businesses as subcontractors within proposals submitted? Is there a percentage of use of minority and disable veteran owned business expected in each vendor's proposal?</p>	<p>As set forth on the cover page, this is not a set aside procurement. However, as set forth in Section 4.2.3.8, small business enterprises are encouraged to submit proposals. As disabled veterans' businesses are encouraged as set forth in Section 4.2.3.9. Proposers are to submit their proposals based upon their best efforts.</p> <p>In addition, the evaluation criteria is more specifically set forth in Section 6.7 and address personnel, experience, ability of the entity to complete the scope of work and pricing. Please review said provisions for additional guidance.</p>
68.	<p><u>RFP, General</u></p> <p>Will the EDA consider extending the deadline, once all questions are answered in the addenda, to allow respondents to provide their highly qualified responses? Should addenda responses become significant, additional time would be essential.</p>	<p>Respectfully, at this time the response deadline for responses and proposals will remain the same and not be extended.</p>
69.	<p><u>RFP, Section 1.3.6.1</u></p> <p>We assume, it is acceptable if we submit only the electronic proposal via Authority's ShareFile system.</p>	<p>Yes. Pursuant to Section 1.3.6.1, it is acceptable to submit only the electronic proposal via the NJEDA's ShareFile system. Electronic proposal submissions are also further strongly preferred.</p>

<p>70.</p>	<p><u>RFP, Section 1.3.6.3</u></p> <p>Is it mandatory to submit the hard copy proposal with the electronic version, or only electronic proposals are acceptable?</p>	<p>It is not mandatory to submit a hard copy. Please see answer to question 69.</p>
<p>71.</p>	<p><u>RFP, Section 3.2</u></p> <p>When NJEDA contact the Contractor for technical or User support, Can the technical or User support (Level 1 interaction) be provided by the Offshore resource as an initial point of contact during NJEDA business hours, and the actual support will be provided by US based resources from Onshore. Please confirm.</p>	<p>Pursuant to Section 3.2 of the RFP:</p> <p>“3.2 Geographic Restrictions – US Sourced Only:</p> <p>Interested Proposers shall note that in accordance with N.J.S.A. 52:34-13.2, ALL services and / or Work performed and / or provided during the term of the contract and any extensions thereto shall be provided in the United States. When contacting the Contractor for technical or User support, such initial point of contact shall be made directly with the Contractor, who shall maintain its offices in the United States. If such services cannot be provided within the United States, the Proposer shall address this specific service and present as a question during the “Questions and Answers Period” afforded for this solicitation. NO EXCEPTIONS.</p> <p>The Proposer shall be required to substantiate his claim when presenting the question since such a request will require review by several State Agencies before a decision can be rendered.</p> <p>Following award of the contract, if the Contractor is found to have moved, transferred or shifted any such services outside the United States, such action shall be determined to be deliberate and as such deemed a breach of contract. If, during the term of the contract and any extensions thereto, the Contractor, and / or subconsultant or subcontractor transfers the performance of any of the services outside the United States, the contract shall be subject to termination for cause pursuant. NO EXCEPTIONS.”</p> <p>Furthermore, pursuant to RFP, Section 4.2.4.6,</p> <p>“It is highly recommended that Source Disclosure Certification be submitted with the Bid Proposal. Pursuant to N.J.S.A. 52:34-13.2, all of the Authority’s</p>

		<p>contracts, prior to an award of Contract primarily for services, shall be performed within the United States. Pursuant to the statutory requirements, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The Proposer must complete and submit the Source Disclosure Form accompanying this RFP. The Proposer’s inclusion of the completed Source Disclosure Form with the Proposal is requested and advised. If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.</p> <p>If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Proposer to form the basis of his or her certification that the services cannot be performed in the United States.”</p> <p>Please be guided by the above terms and requirements.</p>
<p>72.</p>	<p><u>RFP, Section 3.7.1</u></p> <p>It says that, ‘In addition to the dedicated Lead Project Managers, the Proposer must indicate a staff employee who will serve as a “Assistant” Project Manager, in the absence of the dedicated Lead Project Managers. The “Assistant” Project Managers will assist the Lead Project Managers under normal business circumstances and will assume its project management responsibilities in the absence of the Lead Project Managers, whether such absence is the result of vacation, illness, familial matters, etc., regardless of reason or duration.’</p> <p>We do not see such a role added in the Fee Schedule Excel Sheet. Is this</p>	<p>Pursuant to RFP, Section 3.7,</p> <p>“In the event that the Lead Project Managers do not possess this critical certification; then the Project Team / Staffing Chart shall be comprised of technically qualified individuals, who collectively shall possess the certifications indicated below and shall submit evidence of same with the individuals’ resumes.”</p> <p>In addition, please review Section 4.2.2 as to Resumes/Bios of Key Team Members: “A resume/bio for each key team member must be included. Resumes/bios should emphasize the qualifications and experience of the individual relevant to the Scope of Work of the RFP.</p> <p>The resume and/or bio must outline the qualifications and experience, their experience providing the requisite services and the anticipated percentage of direct involvement that will have in relation to the work in the resulting contract.</p>

	<p>“Assistant” role be taken by one of the existing team members or will the agency permit an additional resource?</p>	<p>In addition, the Proposer should provide, for each individual who will or who it anticipates will perform work against the resulting contract, a detailed resume or biography, along with copies of all applicable licenses or professional certifications, that demonstrates his or her respective background, experience and capabilities providing the requisite services.</p> <p>At a minimum, any resumes/biographies should include:</p> <ul style="list-style-type: none"> • demonstrated experience specific to providing the types of services required in this RFP; • employment history; • educational history • degrees / professional certifications and/or licenses; and • any additional information that would allow EDA to assess the individual’s abilities to perform the services required under this RFP.”
<p>73.</p>	<p><u>RFP, Section 3.7.1</u></p> <p>It mentions “In the event that the Lead Project Managers do not possess this critical certification;” Can you please elaborate on what are this critical certification?</p>	<p>The certification is PMP.</p>
<p>74.</p>	<p><u>RFP, Section 3.7.1</u></p> <p>It says that,</p> <p>Proposer(s) shall note that the following positions shall be direct, full-time employees of the Proposer and shall not be subcontracted staff:</p> <ul style="list-style-type: none"> • Senior Executive / Manager • Project Manager • Business Analyst • Business Data Architect • Lead Developer Dynamics CRM 365 • Lead Developer Power Platform (Portals) • Developer - Standard All Platforms 	<p>Please see answer to question 72</p>

	<ul style="list-style-type: none"> • Reports Developer All Platforms • UAT/Testing Script Manager <p>We wanted to confirm the other roles that are mentioned in the Fee Schedule excel sheet, do they also need to be direct, full-time employees of the Proposer, or, if a vendor plan to tie up with another company and work together, can we use the resources of the other company (as Subcontractor) and use the subcontractors resume for below positions</p> <ul style="list-style-type: none"> • Lead Developer SharePoint • Dynamics GP Specialist • Office 365 and Azure Support Engineer <p>Also, do we need to provide resumes of all the resources that were listed in the Fee Schedule excel sheet, or is NJEDA specifically looking for Key Resources like Project Manager's resume. Please confirm.</p>	
<p>75.</p>	<p><u>RFP, Section 4.2.1</u></p> <p>Under point No. VIII. Financial Capability of the Proposer is asked, but there are no details provided as to what needs to be submitted as part of this. Please confirm, if providing a statement that vendor is financially stable to provide the required services under this RFP will suffice.</p>	<p>Please be guided by the RFP terms and “In order to provide the Authority with the ability to judge the Proposer’s financial capacity and capabilities to undertake and successfully complete the contract, the Proposer should submit certified financial statements which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Proposer’s most recent fiscal year. If financial statements are not available, the Proposer is to 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</p>

		<p>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 Proposer as of, and for, the periods presented in the statements. In addition, the Proposer should submit a bank reference.</p>
<p>76.</p>	<p><u>RFP, Section 4.2.1 Section VI. References</u></p> <p>It says that “Each key team member’s resume must include at least three (3) client references applicable to the scope of services”. We wanted to confirm, by Key Team Members, does NJEDA means all referenced roles in the Fee Schedule excel sheet? We wanted to understand that do we need to provide three (3) references for each of the positions mentioned below, or if we only provide three (3) references for the Project Manager, will that be sufficient? <u>Please confirm.</u></p> <ul style="list-style-type: none"> • Senior Executive / Manager • Project Manager • Business Analyst • Business Data Architect • Lead Developer Dynamics • Lead Developer SharePoint • Lead Developer Power Platform (Portals) • Developer - Standard All Platforms • Reports Developer All Platforms • Dynamics GP Specialist • Office 365 and Azure Support Engineer • UAT/Testing Script Manager 	<p>Please be guided by the terms of the RFP. Specifically, Section 3.7.1 that provides; “The Contractor must evidence this experience through the proposed individual’s resume, as well as provide three (3) references from former clients for which the proposed individual served as a Lead Project Manager.”</p> <p>As well as Section 4.2.2 that provides: “The Proposer must provide at least three (3) client references applicable to the scope of services, including contact names, telephone numbers and e-mail addresses.</p> <p>Proposers are to submit their proposal submissions with their best efforts, but references for project manager is sufficient and responsive.</p>

77.	<p><u>RFP, Section 4.2.3.15</u></p> <p>Can we get the exact link for the Subcontractor/ Subconsultant Utilization form, as we are not able to get that form in this mentioned link https://www.njeda.com/bidding</p>	<p>The form has been accessed and is available. It is suggested that you consult your IT specialist in order to retrieve and download same.</p>
78.	<p><u>RFP, Section 6.7</u></p> <p>Can we get the scoring point for each of the evaluation criteria listed?</p>	<p>The evaluation criteria is set forth in Section 6.7. The criteria evaluated by the pre-established Evaluation Committee is personnel, experience, ability to perform the scope of work and pricing. The precise weights have been pre-determined and time stamped prior to issuance, but will pursuant to Authority Policy will not be disclosed in this RFP.</p>
79.	<p><u>Fee Schedule</u></p> <p>Apart from the mentioned positions in the Fee Schedule.xlsx, can vendor add additional roles in line with the RFP workload needed to deliver the Task Order Requests (TOR), during the contract period as this would require updating the Fee Schedule Excel sheet? Please confirm.</p>	<p>Please complete the Fee Schedule as presented and do not alter, change or modify same. Any such modifications will not be accepted and will result in the Proposer's proposal deemed non-responsive and be rejected. Please see Section 4.2.2.</p>
80.	<p><u>General Inquiry</u></p> <p>What is the expected yearly budget allocated for this project?</p>	<p>Proposals will be received and evaluated pursuant to the terms of the RFP. Upon evaluation process, recommendation may or may not be made to Board for review and approval.</p>
81.	<p><u>Contract – Exhibit A</u></p> <p>Under the Manner of Payment, we suggest making monthly invoicing, unless another invoicing arrangement is</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>

	<p>agreed upon in the applicable Task Order/SOW.</p> <p>We suggest the addition of the below wordings highlighted in RED.</p> <p>Manner of Payment. As specified in the RFP and the Fee Schedule, the Vendor shall submit to the Authority an original invoice every month and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Vendor, following receipt of invoice and approval of the documentation. No project multipliers shall be used in billings submitted under this Contract, as set forth in the proposal.</p>	
<p>82.</p>	<p><u>Contract – Exhibit A</u></p> <p>Can NJEDA clarify what it meant by the blank items below in the Manner of Payment clause.</p> <p>The Vendor must submit a __, as detailed in Section X.X of the RFP to the Authority. Invoices will not be processed unless accompanied by the _____.</p>	<p>The specific reference is to be updated as follows:</p> <p>“Manner of Payment. As specified in the RFP and the Fee Schedule, the Vendor shall submit to the Authority an original invoice and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Vendor, following receipt of and approval of the documentation.”</p> <p>To be clear, invoices submitted by the successful vendor(s) must be clear, concise and acceptable as to the services provided. In the event that said invoices are inadequate in the Authority’s sole discretion and determination, said vendor will be advised and required to re-submit invoices in the appropriate manner.</p>
<p>83.</p>	<p><u>Contract – Exhibit A</u></p> <p>Under the Indemnification clause, Vendor will indemnify only for negligent acts and willful omissions.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>

	<p>We suggest the addition of the below wordings highlighted in RED.</p> <p>The Vendor shall defend, indemnify, protect and hold harmless the State of New Jersey and the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any negligent act, error, or willful omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Vendor shall, at its own expense, satisfy and discharge the same. The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor(s) that is found to be defective or not in</p>	
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	<p>accordance with the provisions of the Contract as a result of any negligent act, error, or willful omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency.</p> <p>The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.</p>	
<p>84.</p>	<p><u>Contract – Exhibit A</u></p> <p>Under the Termination clause, We suggest making it to 30 days in place of 7 days, since we have to engage professional resources, we will need substantial time before such termination for convenience takes place.</p> <p>Also, we suggest the addition of the below wordings highlighted in RED to offer an opportunity to the other party to cure the defect or to improve the performance prior to such termination.</p> <p>The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days thirty (30) days advance written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination. In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>

	<p>upon thirty (30) days' advance written notice should the other party fail substantially to perform during such thirty days' notice to improve the performance and cure any defect notified by the terminating party, in accordance with its terms through no fault of the party initiating the termination.</p>	
85.	<p><u>Contract – Exhibit A</u></p> <p>Under the General Conditions, point # N, we request replacing the RFP with Vendor Proposal, as the Vendor's proposal is based on the RFP. The contract will be executed based on the representations made in the proposal. Hence, the proposal should supersede the RFP.</p> <p><u>N.</u> To the extent that there is any conflict between the terms and conditions of the Vendor's Proposal and the terms and conditions of the Contract and the Authority's RFP, the Contract and RFP Vendor's Proposal shall control.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>

PART 2: Additions, deletions, clarifications, and modifications to the RFP;

No.	PART 2: Additions, deletions, clarifications and modifications to the RFP.	PART 2: Answers