

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

MICROSOFT CLOUD DEVELOPMENT AND SUPPORT SERVICES 2021-RFP-057

DATE: June 24, 2021

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.	<u>RFP, Section 1.1</u> Page 4: Is there any existing integration between SP and Dynamics CRM?	We have custom code that uploads documents from online application to SP which integrates with CRM.
2.	<u>RFP, Section 1.1</u> Page 4: What are the legacy files or content sources that need to be migrated to SharePoint?	Traditional Microsoft flat file/folder structure by department and project. There has never a been link between our data and our documents and we may want to automate some of that transfer, but many other documents are related to normal business operations.
3.	<u>RFP, Section 1.1</u> Page 4: How many workflows are in the existing environment? What are the types - SharePoint designer, Nintex or custom workflows?	Approximately 846 custom workflows are in the existing environment.

4.	<p><u>RFP, Section 1.1</u></p> <p>Which Microsoft partner helped EDA with the implementation of Dynamics CRM thus far?</p>	Crowe.
5.	<p><u>RFP, Section 1.1</u></p> <p>Why is EDA issuing this RFP rather than continuing to work with the incumbent partner?</p>	As a State authority, the NJEDA is required to comply with applicable statutes, regulations, Executive Orders and policies as to public procurements. As such, this RFP is required to be issued to engage an Information Technology consulting firm.
6.	<p><u>RFP, Section 1.1</u></p> <p>Is the incumbent partner eligible to bid on this RFP?</p>	Yes.
7.	<p><u>RFP, Section 1.1</u></p> <p>Does EDA desire 1 partner or multiple partners to award this contract?</p>	The RFP provides that the Contract will be awarded to one (1) Information Technology consulting firm. However, to confirm subcontractors are permitted as set forth in the RFP.
8.	<p><u>RFP, Section 1.1</u></p> <p>What is the allotted budget for this project?</p>	Proposals will be received and evaluated pursuant to the terms of the RFP. Upon evaluation process, recommendation may be made to Board for review and approval.
9.	<p><u>RFP, Section 1.1</u></p> <p>Specifically which solutions are being used for which purpose today? Dynamics 365 CRM vs Power Apps, etc.</p>	<p>Dynamics CRM – holds all project related data, workflows for traditional CRM Sales, workflows for product lifecycles, approvals, closing, underwriting, integration to Financial system.</p> <p>Power Apps - Portals for Product Application intake.</p> <p>Power Automate – to automate processes.</p>
10.	<p><u>RFP, Section 1.1</u></p> <p>Mentions recode existing workflow programs to use Power Platform. What is being used today and why does it need to be replaced?</p>	In the urgency of Covid, some code has multiple parts that take in data from various sources mainly xls to validate application data taking from Portals and also creates all the records in CRM for the product lifecycle. Need to rewrite this process into custom workflows so that it can be utilized for other products outside of Covid.

11.	<p><u>RFP, Section 1.3.1.1</u></p> <p>Is the State of New Jersey (NJEDA) willing to sign an NDA (Non-Disclosure Agreement) that is two-way (protecting each other) prior to Cognizant submitting our Proposal? An NDA is the only way we can share confidential information that will be contained in the Proposal.</p>	<p>No. However, the NJEDA will be governed by the terms pertaining to confidentiality as set forth in the RFP and specifically Sections 5.9.1 and 5.9.1.1.</p>
12.	<p><u>RFP, Section 1.3.4</u></p> <p>Since there is no pre-proposal conference, can EDA please extend the deadline for questions by 1 week to June 24th? We need more time to complete contract review since EDA indicated any exceptions need to be submitted in the Q&A period.</p>	<p>Respectfully, at this time the response deadline for questions will remain the same and not be extended.</p>
13.	<p><u>RFP, Section 1.3.4</u></p> <p>To allow sufficient time to digest EDA's responses, can you please extend the due date to Friday July 23rd?</p>	<p>Respectfully, at this time the response deadline for responses and proposals will remain the same and not be extended.</p>
14.	<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. It is acceptable to submit only the electronic proposal via the NJEDA's Sharefile system. Electronic proposal submissions are also further strongly preferred.</p>
15.	<p><u>RFP, Section 1.3.6.3</u></p> <p>Is it mandatory to submit the hard copy proposal or only electronic proposals are acceptable?</p>	<p>Yes. It is acceptable to submit only the electronic proposal via the NJEDA's Sharefile system. Electronic proposal submissions are also further strongly preferred.</p>

16.	<p><u>RFP, Section 3.0</u></p> <p>We understand that you already have Microsoft Dynamics 365 online application. Can you confirm which modules/functionality of MS D365 is already implemented (e.g. Sales, Service, Marketing, Portals, etc.)</p>	<p>Dynamics 365 Sales Application, Dynamics 365 Customer Service Application, Dynamics 365 Ports.</p>
17.	<p><u>RFP, Section 3.0</u></p> <p>We understand that the functionality/objectives provided in section 3.0 of the RFP document are high level initiatives for which a separate detailed TOR, elaborating the detailed requirements, functionality to be implemented and the integrations will be created and shared with the selected SI vendors. Please confirm.</p>	<p>Confirmed.</p>
18.	<p><u>RFP, Section 3.0</u></p> <p>At this stage of the RFP response, we need to provide the rate card alone for the roles identified in the fee schedule excel from pricing perspective. Kindly confirm.</p>	<p>Please be directed by the terms of the RFP, specifically the sections pertaining to the Fee Schedule in Section 4.2.3. Please provide the price/rate per hour for the roles identified.</p>
19.	<p><u>RFP, Section 3.1</u></p> <p>Can EDA elaborate on the scope of what has been implemented thus far? What modules, processes, number of users, etc. As well as what is live and what is in process?</p>	<p>CRM, Portals, SharePoint and Financial system are all live with constant new development for new products, refinements and adding workflows and features.</p> <p>Sales and Services has approx. 300 users and Portals has approx. 65,500 external users. 846 workflows processes of which 30 integrate with the Financial system.</p>

<p>20.</p>	<p><u>RFP, Section 3.1</u> On page 15 it provides “grow the Portals 365 to host all program applications delivered by the EDA.”</p> <p>Could NJEDA provide the number of programs that are in scope to be hosted?</p>	<p>4 Live Covid Programs 2 Live Non Covid Programs 1 Covid Program in development 2 Non Covid Program being developed 30+ Non Covid to create as new, convert from existing Net online application 5-20 + New and changes to ongoing programs each year.</p>
<p>21.</p>	<p><u>RFP, Section 3.1</u> On page 15 it provides “create additional customer interfaces.”</p> <p>Could NJEDA provide more detail on what the expectation is here? Does this mean developing additional portals?</p>	<p>Portals in only being used for new applications. In a future state, we may want to the customer to check balances of existing loans, make payments, confirm contact information, sign or acknowledge change documents.</p>
<p>22.</p>	<p><u>RFP, Section 3.1</u> On page 15 it provides: “examine the Microsoft Cloud security mechanisms in place.”</p> <p>Is a cybersecurity or overall security audit part of the scope?</p>	<p>The EDA has awarded a separate over all security audit that is currently in process. The winning bidder maybe required to comment or make changes on MS Cloud products only.</p>
<p>23.</p>	<p><u>RFP, Section 3.1</u> Page 15: Can you please clarify the bullet point “record existing workflow programs to use Power Platform”? Does this mean other operational or programs that are not currently in D365 that they want to migrate to D365?</p>	<p>The bullet point starts with “recode”. The reference to that bullet point is the same work that is required in question 10 of this document. Here is a copy of that answer.</p> <p><u>From Answer 10 Above.</u> In the urgency of Covid, some code has multiple parts that take in data from various sources mainly xls to validate application data taking from Portals and also creates all the records in CRM for the product lifecycle. Need to rewrite this process into custom workflows so that it can be utilized for other products outside of Covid.</p>

<p>24.</p>	<p><u>RFP, Section 3.2</u></p> <p>In relation to page 16 of the RFP, Section 3.2 Geographic Restrictions – US Sourced Only: “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.”</p> <p>Can services and/or work be provided in English in US time zones but outside US?</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 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</p>

		<p>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>25.</p>	<p><u>RFP, Section 3.2</u></p> <p>We assume 100% of the resources are to be U.S. based. Are you open to the vendor augmenting the delivery model with nearshore/offshore locations as well?</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 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>26.</p>	<p><u>RFP, General</u></p> <p>Is all the work required to be done onsite or some of the services can be provided from an offsite location (With in US)?</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 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>
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27.	<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:</p> <p>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 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</p>	Respectfully, the NJEDA is not willing to consider or accept requested modifications.
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	<p>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. 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 Deliverable will be deemed to be accepted by Client.</p>	
28.	<p><u>RFP, Section 3.4</u></p> <p>Please share the size/ complexity details of Great Plains system. Size of database, count of users, number of customization, integration with third party systems?</p>	<p>We have one (1) primary company, but include approximately twelve (12) other companies that accounting maintains. The permissions etc., are assigned to them as per our primary company. There are also modules attached to GP that support procurement (Reqlogic), HR (GP HR), and Binary Stream (Real Estate). The secondary companies are not heavily used. Reqlogic is the heavily used add on. It has its own database, but integrates with the primary company database as well. There are currently other support contracts in place for some of these modules.</p>
29.	<p><u>RFP, Section 3.4</u></p> <p>There is a variety of service areas included in the project objectives. Can EDA provide a</p>	<p>Priorities are very dynamic and the EDA will require direction and recommendations from winning bidder as to the best approach early on in the engagement.</p>

	<p>priority and anticipated chronology to these items? We want to ensure we cater to the need in terms of our approach, methodology and proposed team members.</p>	
30.	<p><u>RFP, Section 3.5</u></p> <p>Section 3.5, pg. 18-21 Project Overview / Deliverables: Please confirm that each Phase that is targeted during the contract will progress ideally in this fashion:</p> <p>a. Section 3.5.1 Tasked Work Requirements - development of the Project Charter for all the tasks and deliverables to be completed during the phase, along with the business process analysis documents.</p> <p>b. Section 3.5.2 Task Order Requests - will serve as milestones and development sprints to achieve the scope outlined in the previous step.</p> <p>c. Section 3.5.2 Tasked Deliverables - deliverable artifacts created or completed as part of the Tasked Work Requirements and Task Order Requests</p>	Confirmed.
31.	<p><u>RFP, Section 3.5.2</u></p> <p>When does EDA anticipate issuing the first Task Order?</p>	Upon award and signed contracts for general work in preparation for kickoff and information gathering.
32.	<p><u>RFP, Section 3.5.2</u></p> <p>What task orders does EDA plan to issue first, what scope?</p>	See answer to question 31.

33.	<p><u>RFP, Section 3.5.2</u></p> <p>Can we engage in an initial strategy task order to conduct brief analysis and align on best roadmap to address EDA's pain points in a responsibly chronological fashion?</p>	<p>Yes. See answers to questions 31 & 32. That will be first Task Order.</p>
34.	<p><u>RFP, Section 3.6</u></p> <p>Section 3.6, pg. 21 Information Technology Environment at the EDA and Locations: RFP states a hybrid on premises and cloud-based environment that is Microsoft Office 365/Azure/AD based. Can you provide detail around this environment, including versions, for any part of the environment that the winning bidder is expected to support if available?</p>	<p>It is a hybrid MS cloud/on prem environment. The Hybrid environment consists of onsite domain controllers which sync to the Azure AD. By the time of this award all functional versions will be current. We have some requirements that will require the Authority to maintain a hybrid environment. We also host some DCs in Azure. Generally, we do not require additional support outside the Dynamics/Office365/GP world. We have other support contracts in place for non MS products. The Authority would not mind a more responsive partner for the limited amount of MS based projects that we do on premise. However, most projects would usually fall under other support areas (VMWare, Veeam, Networking, VOIP, etc.). We do run current versions of Office 365 and CRM. We might have to support on prem applications running SQL 2014-current. It would be nice to have a partner who could respond with best practices, information, etc., on some issues as opposed to the premier support process. Current Windows 10, Edge, Chrome, best practices would be helpful on the desktop side.</p>
35.	<p><u>RFP, Section 3.7</u></p> <p>Do we need to provide the resumes for all the below mentioned positions?</p> <ol style="list-style-type: none"> 1. Senior Executive / Manager 2. Project Manager 3. Business Analyst 4. Business Data Architect 5. Lead Developer Dynamics 6. Lead Developer SharePoint 7. Lead Developer Power Platform (Portals) 	<p>Pursuant to RFP, Section 3.7, "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:</p> <p>"A resume/bio for each key team member must be included. Resumes/bios should emphasize the</p>

	<p>8. Developer - Standard All Platforms 9. Reports Developer All Platforms 10. Dynamics GP Specialist 11. Office 365 and Azure Support Engineer 12. UAT/Testing Script Manager</p> <p>Apart from the above mentioned positions, do authority anticipate any other resources to deliver the TORs during contract period</p>	<p>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>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>36.</p>	<p><u>RFP, Section 3.7.1</u></p> <p>Can you confirm the lead project manager is the only key team member that we need to submit 3 references for?</p>	<p>Please review Section 3.7.1 that provides that “The Proposer must evidence this experience through the proposed individual’s resume, as well as three (3) references from former clients for which the proposed individual served as a Lead Project Manager.”</p> <p>In addition, please be guided by Section 4.2.2. wherein “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>37.</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 these critical certification?</p>	<p>PMP.</p>

38.	<p><u>RFP, Section 3.7.1</u></p> <p>Page 21: RFP indicates that all identified roles on this page must be full time employees of the Prime and cannot be Subcontracted. The roles on this page are all the defined roles in the RFP. Can EDA clarify which roles, if any, can be subcontracted?</p>	Non-manager, non-project lead and specialized technology and must be US based resources.
39.	<p><u>RFP, Section 3.7.1</u></p> <p>Pages 21-22 Lead Project Manager:</p> <p>RFP states that the Dynamics GP Specialist shall be a direct, full time employee, not subcontracted staff. We are requesting to subcontract this specific position to a trusted partner in New Jersey.</p>	Please be advised that it will be permitted and allowed to subcontract for this specific role / position.
40.	<p><u>RFP, Section 3.7</u></p> <p>Pages 21-22. Is there an expectation that the resources named in proposals will be available for all Task Order Requests during the life of the contract, or are they meant to be representative of the type of resources vendors have available to fill the listed positions?</p>	NJEDA understands the reality of staff leaving and/or being promoted or allocated elsewhere. However, there is a hope and expectation to have the same PM on at least for the lifecycle. But understand the practicality and may be representative of the types of resources vendors have available to fill the listed positions.
41.	<p><u>RFP, Section 3.7.1</u></p> <p>From the Fee schedule perspective, kindly confirm on the following:</p>	Please be directed by the terms of the RFP, specifically the sections pertaining to the Fee Schedule in Section 4.2.3. Please provide the price/rate per hour for the roles identified. Furthermore, the proposal will be evaluated by the terms and provisions set forth in 6.7; including Section 6.7.2 pertaining to the proposer's fee

	<p>- Couple of roles are mentioned as full-time and rest as part time. Can you elaborate on what do you exactly mean from part-time roles perspective. Are you open to vendors proposing only full-time roles for the engagement going forward? - Can the vendors add/remove the roles if required?</p>	<p>schedule that will be ranked and weighted according to the lowest total price as set forth therein.</p> <p>The Fee Schedule may not be modified or will render the proposal non-responsive and shall be rejected.</p>
<p>42.</p>	<p><u>RFP, Section 3.7.1</u></p> <p>Will it suffice if we furnish references from a corporate level only?</p>	<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>42.(A)</p>	<p><u>RFP, Section 3.7.2</u></p> <p>Page 22 Project Charter:</p> <p>a. Will the Project Charter be developed prior to a Task Order Request being generated?</p> <p>b. Has the EDA established a template for the Project Charter?</p>	<p>a. See answers to questions 31, 32 and 33. To confirm that proposer can invoice the NJEDA for the work and developing the Charter is part of that work.</p> <p>b. No.</p>
<p>43.</p>	<p><u>RFP, Section 3.7.7</u></p> <p>Page 24: Technical support - In the beginning of RFP, it mentioned that work will be given in task orders. On page 24, the RFP references technical support with SLAs. Does this mean there needs to be a dedicated support team to handle issues?</p>	<p>Support is required for development items that passed UAT, are pushed to Production and are in a state of Production failure and assistance with Microsoft upgrades when required.</p>

<p>44.</p>	<p><u>RFP, Section 3.7.7</u></p> <p>Pages 24 – 25 Technical Support:</p> <p>a. RFP states the requirement to provide Technical Support in accordance with the listed SLAs. We were unable to identify the line item in the fee schedule or other billing mechanism to provide this technical support. Can the parameters of an acceptable fee schedule or billing mechanism for this service be outlined or suggested?</p> <p>b. Please provide the number of Microsoft Cloud users within EDA or other metric(s) which can be used to reasonably estimate the volume of technical support requests that can be expected as part of this Contract.</p>	<p>a. See answer to question 43 above. The support people that would be fixing the issue.</p> <p>b. Approximately 300 users; average new help desk tickets a month is approximately is 25.</p>
<p>45.</p>	<p><u>RFP, Section 3.7.7</u></p> <p>Important Note Regarding Software Upgrades. Vendor requests that this section be limited to third-party software vendor directly procures and/or provides for the engagement. Microsoft Dynamics 365 Cloud systems, as an example, are directly procured by EDA and software upgrades can only be provided directly by Microsoft (Vendor cannot control Microsoft in this instance).</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>

46.	<p><u>RFP, Section 4.2</u></p> <p>As mentioned in section 4.2, as part of current response are you expecting vendors to respond to all the questions listed or any specific ones as detailed TOR is not available at this stage. Kindly confirm.</p>	<p>Respectfully, question is unclear and cannot provide a response.</p>
47.	<p><u>RFP, Section 4.2.2</u></p> <p>It is mentioned that the key team members is expected to spend at least 20% or more of their time in this engagement. Does this mean that the resources are billable for less than 100%. Could you please elaborate?</p>	<p>RFP, Section 4.2.2 provides that “an organization chart that must include all key team members, their labor category, and titles for this engagement. For the purposes of this engagement, a “key team member” is identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.”</p> <p>The language addresses the organization chart and the definition of a “key team member.”</p>
48.	<p><u>RFP, Section 4.2.2</u></p> <p>Pages 28 & 30. Can the references used to respond to C under “Description & Documentation of Proposer’s Prior Experience and Qualifications” be the same as those requested on page 30 of the RFP?</p>	<p>Yes.</p>
49.	<p><u>RFP, Section 4.2.2, I</u></p>	<p>The RFP provides that three (3) references are to be provided. Please review the specific provisions including Sections 3.7.1, 4.2.2 and 6.7.1.</p>

	<p>Page 28 Description & Documentation of Proposer's Prior Experience and Qualifications:</p> <p>RFP requests three references. A second request for three references appears in Section 4.2.2, VI. Please clarify if these are duplicate requests?</p> <p>a. If these are not duplicate requests, please clarify the different attributes of the two sets of references we should consider to satisfy the requests.</p> <p>b. If these are duplicate requests, please clarify if one section should contain the references or if both sections should contain the same references.</p>	
<p>50.</p>	<p><u>RFP, Section 4.2.2, II</u></p> <p>Page 29 Management Overview and Technical Approach to Achieve the Scope of Work:</p> <p>RFP requests a "detailed work plan indicating how each task in the Scope of Work, Section 3.0, will be accomplished, including an outline of a proposed meeting schedule with Authority staff and timeline for key milestones and completion of scope of work within the maximum timeline". We are requesting clarification on what EDA is looking for in the Proposal submission.</p> <p>a. What level of detail is expected in this work plan?</p> <p>b. If a high level of detail is expected, we would request additional information around the existing systems, workflows,</p>	<p>a. High</p> <p>b. To confirm there will be a general task order that the Contractor can bill for requirements gathering. It is confirmed that the NJEDA does not expect free work or services or constant free estimates.</p> <p>c. No details about tasks are required at this time.</p>

	<p>requirements, and EDA resources.</p> <p>c. Many potential tasks are referenced in section 3.0, if specific and detailed work plans are being requested for each task, please confirm the specific tasks being requested.</p>	
<p>51.</p>	<p><u>RFP, Section 4.2.2</u></p> <p>It mentions “Management Overview and Technical Approach to Achieve the Scope of Work” - We understand that future Task Orders will come with a more a defined list of requirements and therefore provide all of the details for us to propose our technical approach. After review of the Scope of Work in this RFP, we found it to be too vague to propose a technical approach or to properly estimate the level of effort or to create project schedule. Can you please share more details on Management Overview and Technical Approach expectations, etc.?</p>	<p>Please review this Section and provide your best and reasonable efforts in responding to same.</p>
<p>52.</p>	<p><u>RFP, Section 4.2.2</u></p> <p>It mentions “Organization Chart and Key Team Member List, (not required for a sole proprietor)” - If we are not using any subcontractor and all the services will be provided by [vendor’s] full time employees are we not required to respond to these 2 sections.</p>	<p>Pursuant to Section 4.2.2, except for sole proprietorships, must provide an organization chart that must include all key team members, their labor category, and titles for this engagement as set forth in the provisions.</p>
<p>53.</p>	<p><u>RFP, Section 4.2.2</u></p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>

	<p>VII Financial Capability of the Proposer. Vendor requests that it be permitted to provide summary level balance sheets to support its financial capabilities. As a private professional services firm, Vendor's financial statements are not audited by an independent public accounting firm. In lieu of providing certified financial statements, Vendor can provide a summary level balance sheet.</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 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>
54.	<p><u>RFP, Section 4.2.3</u></p> <p>EDA is requesting all-inclusive hourly rates. What is the onsite expectation? Can you please provide a percentage of activities so that we may estimate travel expenses accordingly?</p> <p>a. Alternatively, can we propose billing travel expenses separately as actuals?</p>	<p>There is no requirement for onsite support.</p> <p>Please be guided by Section 4.2.3 and the Fee Schedule and requirements.</p>
55.	<p><u>RFP, Section 5.8</u></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>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications. In addition, based upon guidance the NJEDA has received, work and services provided by COVID funds is required to be shared for free.</p>

56.	<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 pertaining to liability, indemnification and/or insurance requirements.</p>
57.	<p><u>RFP, Section 5.9.1</u> Section 5.9.1 Data Confidentiality. Vendor requests the deletion of language requiring the individual execution by its staff of confidentiality and non-disclosure agreements. Vendor will compel compliance of its personnel and any subcontractors and does not believe that the imposition of potential personal liability is warranted where individuals are acting on behalf of a commercial entity.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>
58.	<p><u>RFP, Section 5.9.1</u> Section 5.9.1 Data Confidentiality. Vendor requests that only summary results of any background checks be communicated to EDA. Vendor also requests the right to omit any non-public personal information, particularly items which could be subject to FOIA-type requests. We believe this is a reasonable privacy protection for staff and subcontractors.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>
59.	<p><u>RFP, Section 5.9.2</u> EDA requires 24 hour notification of any Vendor data breach. Vendor requests that EDA modify this timeline to 72 hours as it will realistically take up to this time to investigate, determine and notify EDA of any such Vendor system security incident.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>

60.	<p><u>RFP, Section 5.13.3</u></p> <p>Section 5.13.3 Remedies for failure to comply with material contract requirements. Vendor asks that this section be deleted. There are numerous alternative remedies for performance issues contained in the Terms & Conditions.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>
61.	<p><u>RFP, Section 6.5</u></p> <p>Who from EDA (roles, names) will evaluate, score and rank proposals?</p>	<p>The Evaluation Committee members have been selected based upon their experience, qualifications and expertise. However, pursuant to NJEDA policy, the composition of the committee and members will not be revealed until after the evaluation process and award of the contract.</p>
62.	<p><u>RFP, Section 6.7</u></p> <p>What are the associated points or percentage for each evaluation criteria towards the total scoring?</p>	<p>The Evaluation Criteria is set forth in Section 6.7 and specifically 6.7.1 and 6.7.2. The percentages and weights of said Evaluation Criteria were predetermined prior to issuance of the RFP. However, pursuant to NJEDA policy, the weights and percentages will not be revealed to proposers until after the evaluation process and award of the contract.</p>
63.	<p><u>RFP, Section 6.7 - General Inquiry</u></p> <p>We are a Microsoft Gold Partner with Cloud Business Application competency ... with HQ in San Diego, California. Nonetheless, our support and development services are a high percentage remote, is this an issue?</p>	<p>Proposals will be reviewed and evaluated based upon the preestablished evaluation criteria set forth in the Request for Proposal. See Section 6.7 as to the evaluation criteria.</p>
64.	<p><u>RFP, Section 7.0</u></p> <p>When does EDA anticipate making a contract award?</p>	<p>It is anticipated that the Board will approve the contract at the October Board meeting; with the contract execution in November. However, the dates are subject to change.</p>

65.	<p><u>RFP, Section 6.7.1</u></p> <p>(A) Personnel. Can the vendor use EDA as a business reference associated with any of the named relevant positions?</p>	A vendor may submit any business references it deems appropriate, including the NJEDA.
66.	<p><u>RFP, General</u></p> <p>Please confirm that the intent is that EDA will procure (or already has) all necessary licenses for Azure, PowerPlatform, and D365 for any future Finance licensing.</p>	Yes
67.	<p><u>RFP, General</u></p> <p>Is it the intent of EDA that a new financial system and/or accounting module be proposed as part of this solicitation? If so, does this include a replacement module for both EnAble and Great Plains Accounting?</p>	It is expected that these systems will need to be replaced, but proposed solutions should not be in the response.
68.	<p><u>Contract - Exhibit A</u></p> <p>Will it possible for the State of New Jersey to negotiate a liability cap, versus the unlimited liability currently stated in the RFP?</p>	Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.
69.	<p><u>Contract – Exhibit A</u></p> <p>Vendor requests an insertion of a Limitation of Liability clause of 1x Fees billed and waiver of consequential damages that also applies to confidentiality (RFP Section 5.9.1 and Exhibit A 10) and other aspects of performance under the Agreement. This is a reasonable, industry standard request that has been included in other State of NJ contracts.</p>	Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.

<p>70.</p>	<p><u>Contract – Exhibit A</u></p> <p>Section 5 Ownership and Use of Data. Vendor requests the same addition as noted as follows:</p> <p>“Section 5.9.1 Data Confidentiality. Vendor requests that only summary results of any background checks be communicated to EDA. Vendor also requests the right to omit any non-public personal information, particularly items which could be subject to FOIA-type requests. We believe this is a reasonable privacy protection for staff and subcontractors.”</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications.</p>
<p>71.</p>	<p><u>Contract – Exhibit A</u></p> <p>Section 7 Indemnification. Vendor requests that the indemnity obligation be restricted to bodily injury and tangible property damage (to the extent caused by Vendor) and to infringement under market standards with standard carve-outs and qualifications. Vendor also requests indemnification be based on vendor or subcontractor actions that were “judicially determined were performed with recklessness or willful misconduct”. The current indemnification language is very broad and is triggered by any act or omission regardless of fault.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.</p>
<p>72.</p>	<p><u>Contract – Exhibit A</u></p> <p>Section 8(c) Professional Liability Insurance. Vendor requests deletion of the qualification “sufficient to protect the Vendor from any liability arising out of professional obligations</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.</p>

	<p>performed pursuant to this Contract”. Coverage sufficient to protect the Vendor from any liability arising out of professional obligations is not discernible in advance.</p>	
73.	<p><u>Contract – Exhibit A</u></p> <p>Section 8(c) Professional Liability Insurance. Vendor requests that the coverage be per claim and in aggregate. Vendor can provide the specific requested amount on a claim and aggregate basis.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.</p>
74.	<p><u>Contract – Exhibit A</u></p> <p>Section 8(c) Professional Liability Insurance. Vendor requests deletion of the sentence stating that “Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage: given that such damage is more appropriately covered by the Commercial General Liability coverage.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.</p>
75.	<p><u>Contract – Exhibit A</u></p> <p>Section 8(d) Cyber Security Insurance. Vendor requests that the coverage be per claim and in aggregate. Vendor can provide the specific requested amount on a claim and aggregate basis</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.</p>
76.	<p><u>Contract – Exhibit A</u></p> <p>Last paragraph of Section 8 Insurance. Vendor requests the 48 hour notification be changed to 30 day’s prior written notice of cancelation. Vendors insurance</p>	<p>Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.</p>

	will not endorse this language, vendor can commit to providing the same notice.	
77.	<p><u>Contract – Exhibit A</u></p> <p>Section 9 Termination. Vendor requests a 30 day cure period in the event of default. This is an industry standard and is appropriate for situations in which there is an alleged default.</p>	Respectfully, the NJEDA is not willing to consider or accept requested modifications pertaining to liability, indemnification and/or insurance requirements.
78.	<p><u>Contract – Exhibit A</u></p> <p>Section 10 Confidential Information of the Authority. Vendor requests that the confidentiality obligations be mutual.</p>	Respectfully, the NJEDA is not willing to consider or accept requested modifications
79.	<p><u>Contract – Exhibit A</u></p> <p>Section 15 Time for Completion and Damages. Vendor requests to strike the last paragraph of this section. Given the mutual dependencies of the work requested, compensatory damages for a missed deadline or delay is inappropriate.</p>	Respectfully, the NJEDA is not willing to consider or accept requested modifications
80.	<p><u>General Inquiry</u></p> <p>Do you have any budget allocated for this project?</p>	Proposals will be received and evaluated pursuant to the terms of the RFP. Upon evaluation process, recommendation may be made to Board for review and approval.
81.	<p><u>General Inquiry</u></p> <p>Are the future projects usually bid on Fixed Price or T&M models?</p>	Uncertain as to inquiry.

82.	<p><u>General Inquiry</u></p> <p>How many firms will be selected?</p>	<p>Expected that one (1) firm will be selected and awarded contract.</p>
83.	<p><u>General Inquiry</u></p> <p>How many firms has this been sent to?</p>	<p>Unknown as to precise number of firms this RFP was sent to. However, RFP was advertised in two (2) newspapers; posted on the NJEDA website; sent via the New Jersey Business Portal system; and an email sent to various firms selected based upon NJ Start and applicable codes/classifications.</p>
84.	<p><u>General Inquiry</u></p> <p>Is there any existing incumbent managing/ supporting the EDA systems? If yes, could you please share the details.</p>	<p>Crowe is the current incumbent managing/supporting the NJEDA systems. Details are set forth in the prior RFQ/P, Contract, Amendments and related documents.</p>
85.	<p><u>General Inquiry</u></p> <p>How big is your in house IT team?</p>	<p>Based upon NJEDA policy and guidance, specifically including security reasons and protocols, respectfully NJEDA is unable to provide a response.</p>
86.	<p><u>General Inquiry</u></p> <p>Do you have any in house SharePoint migration tool or third party tool?</p>	<p>No.</p>
87.	<p><u>General Inquiry</u></p> <p>Please provide count of users who access these systems.</p>	<p>Refer to question and answer 19.</p>
88.	<p><u>General Inquiry</u></p> <p>Could you please share the number of projects that you expected to be implemented during the contract period? How many TORs you are expecting during the contract period.</p>	<p>Just what time and resources permit. Priorities may shift over time and some items may lose relevance.</p>

89.	<p><u>General Inquiry</u></p> <p>Will authority provide access to various tools and software required to deliver the TORs (for example, Visio, access to Dev environment, Dev tools like Visual studio, third party migration tools like ShareGate etc.)</p>	Yes.
90.	<p><u>General Inquiry</u></p> <p>Will there be dedicated SPOC from authority for all TORs during the engagement or Project Manager has to coordinate with different stakeholders in the authority?</p>	Yes
91.	<p><u>General Inquiry</u></p> <p>Please share the count of support requests you have received in last one year. If possible, Please bifurcate it to monthly requests, category, priority and severity.</p>	<p>We opened 22 tickets with MS Premier support last year. Slightly more than half were CRM/portals related. The remaining were informational assistance on issues, including cloud outage tracking. There were a few issues regarding email, SharePoint etc.</p> <p>Category: Functionality (new or bug), Data, Reports, Dashboard</p> <p>2021 Average of new requests is 25 per month with 50% being High priority.</p> <p>2020 – 406 CRM HD Tickets created</p> <p>Current Open Tickets: 210 Open CRM HD Tickets 81 Open Financial System</p> <p>Category (Reports/Dashboards, Functionality, Data) 69 CRM Reports/Dashboard 30 Financial System Reports</p> <p>106 CRM Functionality 39 Financial System Functionality</p> <p>47 CRM Data</p>

92.	<p><u>General Inquiry</u></p> <p>How many users will be using these systems which contractor need to support?</p>	Refer to answer to question 19.
93.	<p><u>General Inquiry</u></p> <p>Do authority need dedicated resources to be deployed to provide support to authority's Microsoft system.</p>	No.
94.	<p><u>General Inquiry</u></p> <p>Does authority have any ITSM tool? If yes what is it?</p>	<ol style="list-style-type: none"> 1. Track-It for ITS Help desk 2. Dynamics CRM to Manage CRM tickets 3. DevOps for open Dev item tickets.
95.	<p><u>General Inquiry</u></p> <p>Does authority have any SCCM tool for centralized software deployment and patching? If yes what is it?</p>	Yes. We use MS SCCM and Deployment Manager.
96.	<p><u>General Inquiry</u></p> <p>Tentative project start date in November. It is tough for contractor to keep their resources on bench in anticipation of the project for 4-5 months. Is it mandatory to provide the details of All resources who will be aligned with authority in proposal? Or we can share the details during the interviews of before actual project start?</p>	Please see answer to question 40.

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

No.	PART 2: Additions, deletions, clarifications and modifications to the RFP.	PART 2: Answers
1	Updated Version of the following Compliance Form - <u>Ownership Disclosure Form</u>	The New Jersey Department of Treasury, Division of Purchase & Property has updated the Ownership Disclosure Form. Therefore, the NJEDA has updated this form on its website. The NJEDA prefers Bidders attach the newer form. However, both versions are accepted for this solicitation.