



Request for Proposal 13-X-22624

For: Medical Examinations, Testing, and Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	May 25, 2012	5:00 PM ET
Mandatory/Optional Pre-Proposal Conference (Refer to RFP Section 1.3.5 for more information.)	Not Applicable	
Mandatory/Optional Site Visit (Refer to RFP Section 1.3.4 for more information.)	Not Applicable	
Proposal Submission Date (Refer to RFP Section 1.3.2 for more information.)	June 22, 2012	2:00 PM ET

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

	Status	Category
Small Business Set-Aside	☐ Not Applicable	
	☐ Entire Contract	☒ I
	☐ Partial Contract	☒ II
	☒ Subcontracting Only	☒ III

RFP Issued By

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

Using Agencies

State of New Jersey
Various Departments

Date: May 11, 2012

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State departments and agencies. The purpose of this RFP is to solicit bid proposals to engage a contractor to perform medical examinations, testing, and services.

The intent of this RFP is to award a contract to that responsible bidder whose proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

Required medical services for State employees include, but are not limited to, the following: medical examinations, vaccinations, immunizations, antibody testing, medical review and audiometric testing for employees, who require such services as determined by each using agency's State Contract Manager.

This is a reprocurement of a number of term contracts, listed below with T numbers (#) and expiration dates:

- T-0371 *Professional Medical Examination Service Correction Officer Recruit - NJDOC*
06/30/2012
- T-1603 *Health Care Services: Medical Surveillance, DEP* 06/30/2012
- T-1857 *Medical Examinations Health Services Dept. of Health & Senior Services*
06/30/2012

Bidders interested in the current contracts specifications and pricing information may review the current contracts (Enter respective T #) at the following url:

<http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

Using Agencies will provide the contractor with the type of medical examination and/or services to be provided along with patient's job description and all relevant medical and hospital reports. Upon contract award, the contractor shall be provided with contact information on State Contract Managers of the respective Using Agencies. Such contact information shall include, but not be limited to:

- a. Using Agency;
- b. name;
- c. title;
- d. telephone and facsimile numbers;
- e. address, physical and mailing; and
- f. back-up/alternate contact.

Volumes of projected usage of the requirements of the RFP are presented in the aggregate for the following four State Using Agencies. These estimated volumes do not include possible use by other State Using Agencies. **The State makes no guarantee of volume of use.**

1.2.1 DEPARTMENT OF CORRECTIONS

All Department of Corrections (DOC) apprentice candidates are required to go through a pre-employment processing consisting of several elements, one of which is medical screening to assess and monitor an apprentice candidates' health status and fitness for duty, prior to assignment to work. Currently, a contractor performs these medical examinations.

DOC expects to conduct examinations up to two (2) times per month, averaging approximately 30 to 50 candidates on each scheduled date. The number of examinations required is dependent upon the number of eligible candidates from Department of Personnel lists, manpower needs of DOC, and candidates responding to scheduled examinations. No minimum or maximum number of examinations can be guaranteed by the State. The contractor shall be paid only for examinations authorized and ordered by DOC.

1.2.2 DEPARTMENT OF ENVIRONMENTAL PROTECTION

In accordance with the Code of Federal Regulations (CFR), 29 CFR Sections 1910.120, 1910.134, 1910.95, 1910.1450, 1910.1030 and other standards requiring medical services, as adopted under the Public Employee Occupational Safety and Health Act N.J.S.A. 34:6A-25 et seq., and 49 CFR Part 391.41- 49, New Jersey is required to provide medical surveillance examinations or immunizations to employees covered by these federal standards.

The Department of Environmental Protection (DEP) also requires a Medical Surveillance Program (MSP) to assess and monitor DEP employees' health status and fitness for duty prior to assignment to fieldwork and during employment, as well as monitor any short term and long term effects of exposure during the course of employment. Such services meet the requirements of OSHA standards.

Approximately 1,200 DEP employees are enrolled in the MSP and related service programs. This includes employees involved in:

- a. hazardous waste mitigation;
- b. jobs requiring the use of respirators;
- c. laboratory work;
- d. excessive loud noise;
- e. those exposed to potentially infectious material;
- f. with job titles of Park Police, Conservation Officer and recruit candidates in Park Police and Conservation Officer Titles;
- g. those needing a Commercial Divers License (CDL)."

Presently, nearly 1,050 examinations are performed each year. Information on expected annual volumes of required services, based on historical usage, is provided in the Price Schedules pursuant to Section 4.4.5 of this RFP. Please note that the number of employees included in any medical program or services varies with time and circumstances of employment and the numbers presented should not be construed as an absolute guarantee of the service requirement levels. Determination for inclusion or removal from the MSP is predicated upon job duties and exposure profile criteria and is decided by DEP. While the actual frequency of the medical examination is determined by DEP, this may be changed by the examining physician upon findings of significant medical problems or significant chemical exposures. Further, an exit examination is due at termination of employment or upon job re-assignment provided that a complete examination has

not been performed within the last six months. A complete examination includes a recent chest x-ray and an electrocardiogram test regardless of cycle.

1.2.3 DEPARTMENT OF HEALTH AND SENIOR SERVICES

Department of Health and Senior Services (DHSS) is required to provide medical services for employees subject to the following federal and State regulations:

- OSHA 29 CFR 1901.1-1910.441, General Industry Standards Part 1;
- OSHA 29 CFR 1910.1000-end, General Industry Standards Part 2; and
- PEOSH N.J.A.C. 12:100, Subchapter 4, General Standards.

According to DHSS safety policies, it offers medical services to employees in accordance with the above regulations as well as to employees who are exposed to infectious material but not covered by the regulations. In addition, DHSS offers limited medical services including selected testing and health education to its employees who attend an annual Wellness Fair.

Presently, DHSS does not have the necessary staff and facility resources to perform medical services required by DHSS' safety policies. Among the medical services DHSS provides are respirator clearance examinations, medical examination, medical surveillance, medical evaluation, immunization and immunity testing, and wellness fair. There are approximately 200 DHSS employees who are potential users of the services outlined within the scope of this RFP.

1.2.4 DEPARTMENT OF TRANSPORTATION

Department of Transportation (DOT) is required to provide medical services to employees subject to the following federal and State regulations:

- OSHA 29 CFR 1910, OSHA 29 CFR 1926 , PEOSH N.J.A.C. 12:100 and all Appendices, whether mandatory or non-mandatory;
- Medical surveillance shall Including but not limited to the criteria as outlined in the following 29 CFR regulations: 1910.95, 1910.120, 1910.134, 1910 Subpart Z, 1910.1001, 1910.1025, 1910.1030, 1910.1450, 1926.52, 1926.62, 1926.65, 1926.103, 1926 Subpart Z, 1926.1101 and other standards requiring medical surveillance, as adopted under the Public Employee Occupational Safety and Health Act N.J.S.A. 34:6A-25 et seq.; and
- Medical surveillance and biological monitoring may also be conducted in accordance with the Biological Exposure Indices (BEIs) as adopted by the American Conference of Governmental Industrial Hygienist (ACGIH), most current version including Notice of Intended Changes as well as identified by the Center for Disease Control as outlined in DHHS/NIOSH Publication No. 2005-110 or revised edition.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential bidders via the web at <http://ebid.nj.gov/QA.aspx>.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders must not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

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

1.3.2 SUBMISSION OF PROPOSAL

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

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

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

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

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

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

1.3.3 ELECTRONIC BIDDING (EBID)

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

On-line Electronic Bid Training Sessions:

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

1.3.4 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.5 MANDATORY/OPTIONAL PRE-PROPOSAL CONFERENCE

Not applicable to this procurement.

1.3.6 PRE-PROPOSAL DOCUMENT REVIEW

The following are publicly available documents that bidders should review in order to prepare and submit accurate and comprehensive bid proposals:

Available at the Occupational Safety and Health Administration web site: www.osha.gov

- 29 CFR 1910.1-1910.20 General Industry Standards
- 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
- 29 CFR 1910.134 Respiratory Protection
- CFR 1910. 95 Occupational Noise Exposure
- CFR 1910.1450 Occupational Exposure to Hazardous Chemicals in Laboratories
- CFR 1910.1030 Bloodborne Pathogens
- 1910.1001 Asbestos
- 1910.1025 Lead
- 1926.52 Occupational Noise Exposure
- 1926.62 Lead
- 1926.65 Hazardous Waste Operations & Emergency Response
- 1926.103 Respiratory Protection

Available at the Department of Transportation web site: www.fmcsa.dot.gov/rulesregs

- 49 CFR 391.41 Physical Qualifications for Drivers
- 49 CFR 391. 49 Skills performance Evaluation Certificate

The following forms are available for review as Appendix 1 of this RFP at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml>:

- Police & Firemen's Retirement System form
- Initial Standard Threshold Shift Referral Form
- Immunization Sheet
- Health Status/Recommendations form (ADM-204)
- Confidential Health History (ADM-196)
- Medical Services Sign-off Sheet
- Request for Medical Records form
- DHHS/NIOSH Publication No. 2005-110 is available for review at <http://www.cdc.gov/>

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF PROPOSAL

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

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

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

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

1.4.5 PROPOSAL SUBMISSION

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

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

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

1.4.7 BID/PROPOSAL ERRORS

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

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

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

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

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

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

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

1.4.8 JOINT VENTURE

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

1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

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

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

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

The Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Addendum – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

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

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

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

Business Day – Monday through Friday, 9:00 a.m. Eastern Time (ET) through 5:00 p.m. ET exclusive of State holidays as provided at the following url: [The Official Web Site for The State of New Jersey | State Holidays](#).

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

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

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

Division – The Division of Purchase and Property

ET – Eastern Time.

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

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

State – State of New Jersey.

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

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

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

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

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

2.2 CONTRACT-SPECIFIC DEFINITIONS

Action Level – Shall mean as defined by Occupational Safety and Health Administration (OSHA) typically one-half the permissible exposure limit. Where exposures meet or exceed the action level, additional requirements under OSHA apply.

Antibody – Type of protein produced by the immune system in response to foreign substances that may be a threat to the body such as chemicals, virus particles, spores, or bacterial toxins. These foreign substances are called antigens. Each type of antibody is unique and defends the body against one specific type of antigen.

Antibody Titer – Test to measure the presence and amount of antibodies in blood against a particular type of tissue, cell or substance.

Audiogram – Pure tone threshold audiometric test performed by an audiologist, otolaryngologist, or other who is certified by the Council of Accreditation in Occupational Hearing Conservation or who has satisfactorily demonstrated competence in administering audiometric examinations, obtaining valid audiograms, and the internal functions of the audiometer.

B -Reading – Under U.S. law, people who claim occupationally related respiratory disease or disability (impairment of pulmonary function, mesothelioma, asbestosis) must support their case with a posteroanterior (PA) x-ray, read by physicians certified by the U.S. government, or B readers. The B Reader Certification Examination is offered by the National Institute for Occupational Safety and Health (NIOSH).

Biological Monitoring – Performance of specific assays in biological specimens collected from employees in order to determine the presence of a chemical, its metabolites or characteristic reversible biological changes induced by the chemical.

Board Certified - Physician who holds a certificate recognized by the American Board of Medical Specialties (ABMS) or the American Osteopathic Association and is currently in good standing.

Day – Calendar day, exclusive of Saturdays, Sundays, State recognized holidays, and such other holidays or State office closings as declared by the Governor.

Hearing Conservation Program – Employer-specific system that seeks to prevent or minimize noise-induced hearing loss through the use of engineering controls, hearing protection devices, employee training and annual audiometric testing.

Health Insurance Portability and Accountability Act of 1996 (HIPAA) – Signed into law on August 21, 1996. HIPAA requires that all protected patient information be safeguarded in specific ways to prevent accidental or purposeful disclosure, loss, or misuse.

Hearing Test Location - to conduct a hearing test under 1910.95 and 1926.52, OSHA requires the location to meet limits cited in 1910.95 App D., Maximum Allowable Octave-Band Sound Pressure Levels for Audiometric Test Rooms. These levels must be measured with equipment conforming at least to the Type-2 of ANSA and Class II of ANSS for Octave, Half-Octave, and Third Octave-Octave Band Filter Sets.

Immunization and Immunity Testing - Prophylactic or post-exposure vaccination and testing in order to prevent an infectious disease.

Immunization –Process of inducing immunity by administering an antigen (vaccine) that is derived from or similar to the infecting agent, in order to allow the immune system to prevent infection or illness when it subsequently encounters the infectious agent.

Laboratory Testing Affiliated Location - Medical laboratory testing facilities that provide basic laboratory testing services at sites throughout New Jersey.

Medical Surveillance Program (MSP) – Medical procedures/examinations used to ensure, to the extent feasible, that employees subject to hazardous exposures have not suffered adverse health effects and to analyze individual or group health information to look for problems that may be occurring in the workplace that require targeted prevention.

Member - Person enrolled as a member of any of the retirement systems administered by the Division of Pensions and Benefits.

Occupational Safety and Health Administration (OSHA) – Federal agency under the Department of Labor that publishes and enforces workplace safety and health regulations for most businesses and industries in the United States.

OSHA Log of Injuries and Illnesses –OSHA law requires most employers with 10 or more full-time employees to keep a yearly log of all work-related injuries and illnesses known as either the OSHA Log of Injuries and Illnesses or the OSHA Form 300. The form is for employers to record all reportable injuries and illnesses that occur in the workplace, where and when they occur, the nature of the case, the name and job title of the employee injured or made sick, and the number of days away from work or on restricted or light duty, if any.

Office of Occupational Health and Safety (OOHS) – Unit within DEP having responsibility for developing, implementing and administering a department-wide program for employee protection from recognized health and safety hazards for Public Employee Health Occupational Safety and Health compliance for the reduction of medical costs and lost productivity resulting from occupational injuries and illnesses.

Professional Supervisor – Licensed or certified audiologist, otolaryngologist or other physician responsible for the audiometric testing program pursuant to OSHA publication 3074 -Hearing Conservation and responsible for assuring the proper interpretation of audiometric test data, the confirmation of standard threshold shift (STS), the determination of the work-relatedness of hearing loss, and for advising users of the contract on the effectiveness of Hearing Conservation Programs, if applicable.

Public Employees Occupational Safety & Health Act (PEOSHA) – The State law that provides for the development and enforcement of occupational safety and health standards for public employees throughout the State, and to encourage employers and employees in their efforts to improve the working environment. The PEOSH program conducts general and targeted inspections and investigations to ensure workplace safety and health.

Respirator –A respiratory device designed to purify or supply clean breathing air and is worn on the head or face and which is approved by the National Institute for Occupational Safety and Health (NIOSH).

Serologic Testing – Blood test that detects serum antibodies to specific pathogens such as rabies.

State Holidays – Days recognized by New Jersey as State Holidays:
www.state.nj.us/infobank/holidays.html.

Urinalysis - Analysis of urine to disclose evidence of diseases, cellular material, solids, specific chemicals or their metabolites, and includes both macroscopic and microscopic observation.

Vaccination – Process of administering a weakened form of a disease to patients as a means of giving them immunity to a more serious form of the disease.

3.0 SCOPE OF WORK

3.1 BASIC DUTIES AND OBLIGATIONS

The contractor shall provide an office, support staff, and necessary supplies, equipment, equipment maintenance, and accuracy calibration.

The contractor shall ensure that adequate space is provided at the site to accommodate a minimum of thirty (30) patients, at one time, in a waiting room area, separate and distinct from any examination or staff areas. The waiting area shall have restroom accessibility and a reception area for patients to sign in and out with contractor's support staff. The site shall have adequate, free-of-charge parking facilities to accommodate patients' vehicles, including provision for the parking of at least two (2) over-sized vehicles.

The contractor shall also ensure that it possesses space for State personnel to conduct interviews with patients simultaneous to the medical examinations.

In addition, the contractor shall perform services at State facilities upon request by the State Contract manager for a Using Agency. Space will be provided at the site provided by the State for large groups, ten (10) or more patients, to accommodate the various services the Using Agency may require. For audio tests performed by the contractor at State facilities, the State shall provide as quiet an area as is practical at each location. If the nature of the audio equipment (Type-2 of ANSA and Class II of ANSS for Octave, Half-Octave and third Octave-octave band filter sets) used by the contractor dictates more than the "Maximum Allowable Octave-Band Sound Pressure Levels for Audiometric Test Rooms" as indicated by OSHA, then the contractor shall provide alternate accommodations, e.g., a hearing booth or mobile hearing unit.

3.1.1 EQUIPMENT

The contractor shall possess all equipment necessary to perform the services under the contract and shall be responsible for any and all equipment maintenance and manufacturers' prescribed accuracy calibrations.

3.1.2 TRANSFER OF FILES

The contractor shall be responsible for the physical transfer of existing employee exposure and medical records from the existing contractors, including the arrangement of the means to affect that physical transfer.

The existing contractor shall be responsible for boxing all files prior to transfer and accounting for such boxed files in advance of their transfer. A comprehensive inventory of the boxed files shall then be taken by the existing contractor of the files of each respective Using Agency, compiling a list by employee name for each box of files to be transferred, and each list shall then be placed in its corresponding box, and each box then identified with the name of the Using Agency and a sequential number for that Agency. The contractor shall then check each box's list against the actual files contained inside as a content verification prior to the physical transfer to their premises. The contractor shall then acknowledge that verification in writing to the respective Using Agencies bringing any discrepancies to the attention of both the incumbent contractors and the State Contract Manager of the Using Agency affected. The Using Agencies, in turn, may provide their own on-site representatives to witness the files being transferred between the contractors.

3.1.3 RECORD KEEPING AND RETENTION

The contractor shall keep medical records on site of all active Using Agency employees or members who receive medical and physical examination services, surveillance, immunization and vaccination services. Such medical records shall be stored secured and kept separate from the records of other patients not covered by the contract resulting from this RFP. Under no circumstances shall employee or member medical records be destroyed or transferred without prior approval of the Using Agency's State Contract Manager. This shall include upon termination of this contract and upon termination of an employee's active status. The Using Agency's State Contract Manager shall notify the contractor when an employee or member is removed from active status. The medical records of the removed employee or member shall be placed in an envelope marked "Confidential" and sent via Certified Mail or hand delivered to the respective Using Agency. The contractor shall ensure that all Medical records shall be held in a confidential manner apart from all other personnel records in accordance with federal regulations and the Americans with Disability Act (ADA).

3.1.3.1 DISASTER RECOVERY

The contractor shall revise the Disaster Recovery Plan submitted with its bid proposal upon request of a State Contract Manager. The contractor must ensure the safeguarding and restoration of employee and member files if its record system is disabled so that records and performance are not disrupted. The Disaster Recovery Plan shall be documented for approval by the State Contract Manager.

3.1.4 NEW JERSEY LICENSURE & HIPPA COMPLIANCE

The contractor shall, at all times in the performance of this contract, ensure that it maintains compliance with the Health Insurance Policy Portability and Accountability Act (HIPPA) of 1966 and Balanced Budget Act of 1997 governing the protection of patient information. (Attachment 4 must be signed by the contractor).

All medical personnel performing the tasks and services detailed in the RFP shall be licensed to practice in the State of New Jersey. Examining physicians shall be board-eligible or preferably board-certified in occupational medicine, internal medicine, family practice or emergency medicine. Physicians and all other medical personnel must maintain such licenses and board-eligibility for the duration of the contract."

3.1.5 SCHEDULING

The contractor shall ensure it schedules medical examinations and related activities for patients directed to the contractor by respective Using Agencies in accordance with the table provided in Attachment 2. Upon request by the State Contract Manager of the Using Agency, the contractor shall immediately advise the State Contract Manager of the date of the scheduled medical examination and/or service.

Services schedule will be set by the User Agencies and services are to be provided on the date and time scheduled. Advanced notification should, however, be provided to the contractor(s) by the user agencies' State Contract Managers indicating, weekly, the names of active agency participants, and the day and time each is scheduled to receive their contract service(s).

The contractor shall also accept same day scheduling in the event of emergent need. The Contractor shall provide each State Contract Manager with scheduling procedures on how to access contracted medical services after normal working hours. Such "after-hour" service, if used, should not incur an additional cost to the Using Agency. The contractor shall establish and

provide to the State Contract Managers an emergency contact telephone number that shall be available 24-hours a day, 7-days a week. The contractor shall immediately advise the respective State Contract Manager of all problems in scheduling medical examinations, testing, and services.

3.1.6 NOTIFICATION OF EMPLOYEE/MEMBER ATTENDANCE

The contractor shall notify the State Contract Manager of the respective Using Agency via e-mail and/or telephone when employees/members scheduled for services do not attend their scheduled examination, immunization and/or testing. This notification shall be performed within one (1) business day of the scheduled event.

3.2 MEDICAL EXAMINATIONS

3.2.1 BASIC MEDICAL EXAMINATION

The contractor shall provide medical examinations for employees/members designated by the State Contract Manager of the Using Agency. The contractor shall ensure that all examination, testing and services result are provided to the respective State Contract Manager within 24-hours of completion.

While physical examination content shall be determined by the examining physician employed by the contractor, all examinations shall include, at a minimum:

- a) review of an employee/member's medical and occupational history with special emphasis on symptoms related to the handling of hazardous substances, job related physical stress, occupational health risks and fitness for duty;
- b) physical examination of the spine and limbs for bone and joint abnormalities and of the neck, chest, abdomen, eyes, ears, nose, and throat;
- c) height and weight measured/recorded;
- d) measurement of resting heart rate, blood pressure and respiration;
- e) audiometry to include physician administered electronic tuning-fork examination or a complete audiogram performed by a hearing conservationist, on an audiometer that meets current U.S. Department of Labor, Occupational Safety & Health Administration (OSHA) guidelines, with report;
- f) visual acuity testing to include complete vision screening using Titmus vision equipment incorporating far point, near point, stereo depth and color, with report and visual acuity examination with the Snellen chart;
- g) auscultation of heart and lung sounds for identification of possible cardiac murmur, dysrhythmia, or chronic lung disease;
- h) pulmonary function testing (spirometry) that includes at a minimum FEV1 forced expiratory volume in 1 second and FVC forced vital capacity;
- i) blood tests encompassing complete blood count with differential blood count and platelet count, electrolytes, liver and renal function, serum cholesterol, triglycerides, lipid profile with HDL and LDL risk factor, glucose and uric acid, blood lead level (if requested by Using Agency) authorized by the State Contract Manager of the Using Agency;
- j) urinalysis (microscopic);
- k) posterior-anterior and lateral chest x-ray with reading by B-reader or a board certified radiologist at baseline/initial and every ten years thereafter or more frequently if medically necessary); ;
- l) electrocardiogram (EKG—baseline, at age 40, and every 5-6 years thereafter or more frequently if medically necessary including EKG report generated by a computerized EKG machine that prints out a written heart evaluation accompanied by a board certified cardiologist's or internist's interpretation and

- assurance that any abnormal EKG readings are compared to all existing prior EKGs;
- m) stool occult blood examination for employees over 40 years of age Hemoccult and rectal examination;
 - n) prostate specific antigen for male patients over age 50, some Using Agencies shall require this test at age 40 African-American male; PSA ;
 - o) biological monitoring – Necessity, to be determined by the examining physician using the most current version of ACGIH TLVs and BEIs and OSHA regulations 29 CFR 1910, 29 CFR 1926, or NIOSH Recommended Specific Medical Tests or Examinations as referenced NIOSH Publication No. 2005-110 for the health concerns due to exposure and symptoms of specific toxin/hazard(s) and approved by the using Agency;
 - p) tetanus toxoid plus diphtheria booster shall be administered with the baseline examination and every 10 years thereafter.

3.2.1.1 BASIC MEDICAL EXAMINATION –SURVEILLANCE PURPOSES

The contractor shall provide a physical examination to employees designated by the State Contract Manager for an initial baseline examination. These baseline examinations shall be identical to [Section 3.3.1](#) scope of work with respect to examination and content. A baseline examination shall be done once, while a medical surveillance examination on an individual may be repeated on an annual and/or biennial cycle.

3.2.1.2 BASIC MEDICAL EXAMINATION –WITH VARIATIONS

The contractor shall provide a physical examination to employees designated by the State Contract Manager for an initial baseline examination. These baseline examinations shall be identical to [Section 3.3.1](#) scope of work with respect to examination and content plus other variations as required by the requesting State Contract Manager. Such variations may include, but not be limited to requirements specified in other sections of this RFP such as the Fitness for Duty Examination.

3.2.2. LABORATORY TESTING AFFILIATION – The contractor shall use medical laboratory testing facilities that provide basic laboratory testing services at sites throughout the State. At a minimum, this shall include at least one laboratory testing affiliation site in the northern, central and southern areas of the State. New Jersey counties are divided into these three (3) regions as follows:

North	Central	South
Bergen	Hunterdon	Atlantic
Essex	Mercer	Burlington
Hudson	Middlesex	Camden
Morris	Monmouth	Cape May
Passiac	Somerset	Cumberland
Sussex		Gloucester
Union		Ocean
Warren		Salem

3.2.3 OCCUPATIONAL NOISE SURVEILLANCE EXAMINATION

The contractor shall provide an occupational noise surveillance examination for employees designated by the State Contract Manager. This examination shall follow the Standard, Guidelines & Regulations (Mandatory & Non-Mandatory Appendices) of 29 CFR 1910.95 and 29 CFR 1926.52. While physical examination content shall be determined by the examining physician

employed by the contractor, all Occupational Noise Surveillance Examinations shall include, at a minimum.

- a) employee's medical and occupational history with emphasis on exposure and symptoms of exposures to noise and toxins;
- b) review of past pure-tone threshold audiometry results;
- c) visual inspection of the ears with an otoscope; and
- d) audiometric test of pure-tone threshold audiometry.

3.2.3.1 OCCUPATIONAL NOISE SURVEILLANCE HEARING TEST

The contractor shall provide an occupational noise surveillance hearing test for employees designated by the State Contract Manager. The contractor shall also have provisions to provide on-site hearing tests at State-facilities upon direction of the State Contract Manager. These hearing tests must be conducted by a licensed or certified audiologist, otolaryngologist, or other physician or by a technician that meets the requirements mandated from the Council of Accreditation in Occupational Hearing Conservation. This hearing test must be a Pure-Tone Threshold Audiometry that follow the procedures within the American National Standard Method from Manual Pure-Tone Threshold Audiometry. The results of the hearing shall be forwarded to the requesting State Agency.

3.2.3.2 OCCUPATIONAL NOISE SURVEILLANCE AUDIOGRAM REVIEWS

The contractor shall review problem audiograms referred to it by State Contract Managers. The contractor shall determine whether there is a need for further evaluation\testing to substantiate a standard threshold shift or medical referral status. The contractor shall forward a written determination of hearing loss to the State Contract Manager in accordance with the timeframe specified by the respective Using Agency.

3.2.4 POLICE AND FIREMAN'S RETIREMENT SYSTEM PHYSICAL EXAMINATION

The contractor shall provide physical examinations upon request by Using Agencies for employees enrolling in the Police and Firemen's pension system. These examinations shall be identical to the medical examinations specified in [Section 3.2.1](#) of this contract, with respect to examination content and the completion of the Police & Fireman's Pension System form, PF-10-61-1086.

3.2.5 FITNESS FOR DUTY PHYSICAL EXAMINATION

The contractor shall provide fitness for duty examinations upon request of the State Contract Manager. Fitness for duty examination content shall be determined by the examining physician. The contractor shall state in the completed required forms whether the employee is fit for duty and list any pertinent limitations or job accommodation.

3.2.6 COMMERCIAL DRIVERS LICENSE PHYSICAL EXAMINATION

The contractor shall provide physicals that meet the requirements of the Commercial Drivers License as determined by federal Department of Transportation 49 CFR 391.41 et seq. The examining physician shall complete the Medical Examination Report for Commercial Driver Fitness Determination [649 (rev.10/03) (6045)] and Medical Examiner's Certificate [651-FS-L2].

3.2.7 OFFICER APPRENTICE\RECRUIT CANDIDATE EXAMINATION (DOC & DEP)

The contractor shall provide physical examinations to Corrections Apprentice candidates and Park Police, Conservation Officer Recruit candidates identified by the respective State Contract Managers. These examinations shall be identical to the medical examinations specified in [Section 3.3.1](#) of the RFP, with respect to examination content plus an exercise stress test and psychological interviews for those indicated.

The contractor shall ensure that it has the capacity to perform these examinations for groups of up to 30 Officer Apprentice\Recruit candidates at a time.

The State Contract Managers shall provide the contractor with some or all of following forms for the contractor to complete and return to the State Contract Managers:

- a) Police and Fireman's Retirement System; PF-10-61-1086;
- b) Police Training Commission (PTC) Medical Certification; PTC-8 (rev.11/04);
- c) Respirator Medical Clearance Form;
- d) Medical Deficiency Report;
- e) Tattoo Identification Form;
- f) PTC-8a rev. 7/89; and
- g) PTC Health History Statement; PTC-7 (Rev. 7/1/02)

The contractor shall provide and complete the following forms:

- a) Eye Exam Report;
- b) EKG Report;
- c) Radiology Report; and
- d) Lab Work Report

The examining physician shall complete these forms and return them to the respective State Contract Manager within the timeframe specified by the State Contract Manager.

3.2.8 PSYCHOLOGICAL AND PSYCHIATRIC EXAMINATIONS

The contractor shall provide psychological and/or psychiatric medical examinations upon request by the State Contract Manager of the Using Agency. The contractor shall ensure that the psychological and/or psychiatric medical examinations are performed by appropriately licensed and certified physicians or psychologists with examination content to be determined by the examining physician or psychologist. The contractor shall also perform re-evaluations of psychological and psychiatric examinations upon request by the State Contract Manager.

3.2.9 VISUAL ACUITY TESTS

The contractor shall provide an eye examination upon request by the State Contract Manager of the Using Agency. The contractor shall ensure that the eye examination has proven near vision acuity on JaegerJ2 at 12 in. or greater (≥ 30.5 cm), far vision acuity of 20/40 or better and a color perception test. The contractor shall also have provisions to provide this visual acuity test at State-facilities upon direction of the State Contract Manager. The results of this visual Acuity test must be documented on the American Welding Society Visual Acuity Record form and submitted to the requesting State Contract Manager.

3.2.10 RESPIRATORY CLEARANCE EXAMINATIONS

The contractor shall provide a respiratory clearance examination upon request by the State Contract Manager of the Using Agency. These examinations shall follow the Standard, Guidelines & Regulations (Mandatory & Non-Mandatory Appendices) of 29 CFR 1910.134 and 29 CFR 1926.103, which include at a minimum:

- a) A physical examination with content to be determined by the examining physician, but including, at a minimum, a medical and occupational history with special emphasis on pulmonary and cardiovascular systems and respiratory disease related to the breathing of hazardous substances, job related physical stress and fitness for duty;
- b) A completed OSHA respiratory questionnaire [29CFR1910.134 Appendix C];
- c) Measurement of resting heart rate, blood pressure, and respiration;
- d) Pulmonary function testing (spirometry FEV1 and FVC); and
- e) Posterior-anterior and lateral chest x-ray if required based on physician's determination. With reading by B reader or board eligible certified radiologist

The contractor shall have provisions and/or equipment ability to perform an additional pulmonary function test, diffusion capacity of the lungs (DLCO) upon request from Using Agency.

Note: If an employee assigned a tight fitting respiratory is already participating in periodic medical examinations under this contract, a separate respiratory clearance examination shall not be done. The only additional component would be that the employee completes the OSHA respiratory questionnaire during the medical examination and it is reviewed by the physician.

The contractor shall provide the State Contract Manager with a copy of the physician's written recommendation, with secure fax advance 24 hour-or less notice, if the exam outcome is a respirator use limitation/restriction. The written recommendation shall comply with the guidance provided in 29 CFR 1910.134 (e)(6)(i):

- a) any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
- b) The need, if any, for follow-up medical evaluations; and
- c) A statement that the contractor has provided the employee with a copy of the physician's written recommendation

3.2.10.1 RESPIRATORY FIT TEST

The contractor shall also perform a quantitative respirator fit test in accordance with the OSHA Respiratory Protection Standard (29 CFR 1910.134 and 29 CFR 1926.103) upon request by the State Contract Manager. The contractor shall state in the completed required form whether the employee has passed the fit test and general impression of employee's knowledge of donning and use of their respirator. If the employee can not pass a quantitative fit test, then a restriction notice will be sent to their employer from the contractor within 24 hours of the scheduled appointment. The contractor shall also have provisions to provide on-site quantitative fit tests at State-facilities upon direction of the User Agency's State Contract Manager.

State employees, who use a respirator with a tight fitting face piece, must bring their respirator for a fit test at the time of their respiratory clearance exam or their scheduled fit test date. If employee fails to bring their respirator, they will not be cleared and a restriction notice will be sent to their employer from the contractor within 24 hours of the scheduled appointment.

The Using Agency must supply the contractor with suitable respirators in all applicable sizes to be used if an issued respirator no longer fits an employee or an employee needs to be fitted for the first time. The contractor shall ensure that all respirators used in testing are maintained and sanitized between fit tests.

The contractor shall provide the State Contract Manager of the Using Agency with a record of the Quantitative Respiratory Fit results, the content of that record is specified by OSHA [29 CFR 1910.134(m)(2)] and must be retained as part of the employee's record. At a minimum, the quantitative fit test (QNFT) record must contain the following:

- a) employee last and first name;
- b) employee ID No.;
- c) employee Job Title;
- d) employee's department, division, and bureau/work unit;
- e) next test due date;
- f) test operator name;
- g) respirator manufacturer and model;
- h) type of respirator (e.g., Full-face, Half-face, etc.);
- i) respirator face piece material (i.e., silicone or rubber);
- j) NIOSH respirator approval number;
- k) visual appearance of employee's respirator;
- l) did employee smoke within 30 minutes of the test?;
- m) does the employee need corrective lenses for navigation?;
- n) date of the test;
- o) test component fit factors and pass/fail notation for each exercise (the individual exercises include normal breathing, deep breathing, side-to-side and up-and-down head motion, grimacing, bending forward at waist, reading of "Rainbow Passage", and normal breathing);
- p) overall fit factor;
- q) test operator signature and date; and
- r) employee signature and date.

3.2.11 HAZARDOUS WASTE OPERATION & EMERGENCY RESPONSE SURVEILLANCE EXAMINATION

The contractor shall provide an Hazardous Waste Operation & Emergency Response Surveillance Examination upon request of the State Contract Manager. The examination shall follow the Standard Guidelines & Regulations (Mandatory & Non-mandatory Appendices) 29 CFR 1910.120, 29 CFR 1926.65. These examinations shall be identical to the medical examinations specified in [Section 3.3.1](#) of this contract, with respect to examination content with emphasis on symptoms of exposure to hazardous substance. Additional emphasis to be determined by the attending physician with approval of the User Agency.

3.2.12 HAZARDOUS SUBSTANCE EXPOSURE EVALUATION EXAMINATION

The contractor shall provide a hazardous/biological, chemical, radiological and/or physical substance post exposure evaluation examination upon request by the State Contract Manager of the Using Agency. This examination shall assess the medical effect possible from the chemical, biological, radiological and/or physical exposure the employee endured, may have endured or may endure from a particular event. The content of this examination shall be determined by the examining physician based upon the nature of the exposure event and medical findings. However at a minimum it should include:

- a) occupational history or updated existing history, consisting of medical questionnaire ascertaining previous medical history related to exposure to hazardous substances;

- b) hands-on physical exam; and
- c) biological monitoring and diagnostic testing to be determined by attending physician with approval of the user Agency, such monitoring must follow the most current version of ACGIH TLVs and BEIs and OSHA regulations [OSHA 29 CFR 1910 and 29 CFR 1926], NIOSH Recommended Specific Medical Tests and Examinations as referenced in NIOSH Publication No. 2005-110 for the health concern(s) associated with the specific hazardous substance(s) of interest.

3.2.13 LEAD/HEAVY METALS SUREVILLANCE EXAMINATION

The contractor shall provide lead/metal surveillance examinations upon request of the State Contract Manager. The examination shall follow the Standard Guidelines & Regulations (Mandatory & Non-mandatory Appendices) of 29 CFR 1910.1025, 29 CFR 1926.62. While the physical examination content shall be determined by the examining physician employed by the contractor, all lead/heavy metal surveillance examination shall include at a minimum:

- a) blood lead, zinc protoporphyrin (ZPP), hemoglobin, hematocrit, blood urea nitrogen and serum creatinine;
- b) biological monitoring and diagnostic testing to be determined by attending physician with approval of the user Agency, such monitoring must follow the most current version of ACGIH TLVs and BEIs and OSHA regulations [OSHA 29 CFR 1910 and 29 CFR 1926], NIOSH Recommended Specific Medical Tests and Examinations as referenced in NIOSH Publication No. 2005-110 for the health concern(s) associated with the specific hazardous substance(s) of interest;
- c) evaluation of ability to wear a respirator including negative pressure and supplied air;
- d) evaluation of ability to wear any required PPE under conditions (i.e., temperature extreme) that may be expected at the work site;
- e) evaluation for evidence of respiratory impairment with additional emphasis: as indicated in 29 CFR 1910.134, Appendix C and systems including but not limited to the pulmonary and cardiovascular, as well as systems effected by respiratory disease;
- f) evaluation with additional emphasis: systems affected by lead, e.g., renal, hematological, neurological, gastrointestinal, cardiovascular, and reproductive;
- g) evaluation with special attention to systems(s) and health concerns due to exposure and symptoms of exposure to the specific biological, chemical, physical or radiological hazards and additional emphasis: As determined by the attending physician;
- h) medical questionnaire ascertaining previous medical history related to exposure and symptoms of exposure to toxin/hazard(s) or updating existing occupational history; and
- i) pulmonary function testing including DLCO (diffusion capacity of the lungs), FEV1(forced expiratory volume in 1 second) and FVC (forced vital capacity).

The contractor must provide the State Contract Manager of the Using Agency within notification via e-mail and telephone within 24 hours of receiving any laboratory results with blood lead levels that exceed 50 micrograms per 100 grams of whole blood based upon biological monitoring or a physician's determination."

3.2.13.1 BLOOD LEAD/HEAVY METAL MONITORING

The contractor shall provide monthly blood lead/metal monitoring upon request by the State Contract Manager of the Using Agency. The monitoring shall follow the Standard Guidelines & Regulations (Mandatory & Non-mandatory Appendices) of 29 CFR 1910.1025, 29 CFR 1926.62 and include at a minimum blood lead and zinc protoporphyrin (ZPP) counts. The contractor must notify the State Contract Manager of the Using Agency via e-mail and telephone within 24 hours of receiving any laboratory results with blood lead levels that exceed 50 micrograms per 100 grams of whole blood based upon biological monitoring or a physician's determination.

3.2.14 SILICA SURVEILLANCE EXAMINATION

The contractor shall provide a silica surveillance examination upon request of the State Contract Manager of the Using Agency. The examination shall follow the Standard Guidelines & Regulations (Mandatory & Non-mandatory Appendices). While the physical examination content shall be determined by the examining physician employed by the contractor, silica surveillance examination shall include at a minimum:

- a) medical questionnaire ascertaining previous medical history related to exposure and symptoms of exposure to toxins;
- b) hands-on physical exam with emphasis on the respiratory system;
- c) posterior-anterior Chest X-ray (14x17 inches) interpretation by a certified B-Reader and classification of chest x-ray according to the 1980 Guidelines for the Use of the ILO International Classification of Radiographs of Pneumoconiosis;
- d) pulmonary function test including FEV1, FVC and DLCO;
- e) PPD skin test for tuberculosis; and
- f) completion of the respiratory disease standardize questionnaire and an exam to evaluate ability to wear a respirator including negative;pressure and supplied air.

3.2.15 ASBESTOS SURVEILLANCE EXAMINATION

The examination shall follow the Standard Guidelines & Regulations (Mandatory & Non-mandatory Appendices) 29 CFR 1910.1001, 1926 1101. While the physical examination content shall be determined by the examining physician employed by the contractor, an asbestos surveillance examination shall include at a minimum:

- a) medical questionnaire ascertaining previous medical history related to exposure and symptoms of exposure to toxins;
- b) hands-on physical exam with emphasis on the respiratory system, the cardiovascular system and digestive tract: completion of the respiratory disease standardize questionnaire;
- c) posterior - anterior Chest X-ray (14 x 17 inches), interpretation by a certified B-Reader and classification of chest x-ray according to the 1980 Guidelines for the Use of the ILO International Classification of Radiographs of Pneumoconiosis, 29 CFR 1910.1001 & 1926 1101 Appendix E;
- d) pulmonary function test including FEV1, FVC and DLCO; and
- e) completion of the respiratory disease standardize questionnaire 29 CFR 1910.1001& 1926 1101 Appendix D and an exam to evaluate ability to wear a respirator including negative pressure and supplied air.

3.3 VACCINATIONS, IMMUNIZATIONS, TITERS AND TESTS

The contractor shall provide vaccinations, immunizations, titers and tests to employees, designated by the State Contract Manager of the Using Agency, at User Agency's designated State facilities and/or at contractor's primary office. The contractor shall offer necessary vaccinations and titer draws for required immunization at User Agency's designated State facilities, Laboratory Testing-Affiliated locations and/or at contractor's primary office. Some of these State facilities/locations include, but are or not limited to:

- DEP -Island Beach State Park, Seaside Park (Ocean County)
- DEP -Wharton State Forest, Green Bank (Burlington County)
- DEP -Spruce Run Recreation Area, Clinton, (Hunterdon County)
- DEP Region III Office –Franklin (Sussex County)
- DOT -Mt. Arlington (Morris County)

- DOT -Headquarters (Mercer County) and
- DOT -Cherry Hill (Camden County).

3.3.1 HEPATITIS A VACCINATIONS

The contractor shall provide employees, identified by the State Contract Manager of the Using Agency with the Hepatitis A vaccination series of two (2) injections at intervals of: Day 0 and six (6) to twelve (12) months.

3.3.2 HEPATITIS B VACCINATIONS/TITERS

The contractor shall provide employees, identified by the State Contract Manager of the Using Agency, with the Hepatitis B vaccination series of three injections at intervals of: Day 0, One (1) Month and Six (6) Months.

The contractor shall provide employees identified by the State Contract Manager of the Using Agency to be at risk of a percutaneous exposure, with a hepatitis B titer (Hep. B surface antigen) one to two (1 to 2) months after completion of the vaccination series.

In the event that the vaccination series is not completed, or a titer draw is negative, the contractor shall follow Centers for Disease Control and Prevention (CDC) current protocols regarding titer and interpretation of titer draw results.

The contractor shall complete all related forms required by the respective Using Agency, after the third vaccination has been administered and when a titer level result is determined. The contractor shall ensure delivery of all forms to the respective Using Agency in a manner to be determined by the State Contract Manager of the respective Using Agency.

3.3.3 RABIES PROPHYLAXIS

The contractor shall provide individuals determined by Using Agencies to be at risk of exposure to Rabies with Rabies Prophylaxis vaccinations. These vaccinations shall be in a series of three injections at intervals of: Day 0, Day 7, and Day 21-28. For employees determined by Using Agencies to be at continuous risk of exposure, the contractor shall perform serologic testing from six (6) months to two (2) years after completion of the Rabies prophylaxis series and provide booster injections if the titer falls below 1:5.

The contractor shall provide Rabies titer testing following the administration of the vaccination series. In the event that the vaccination series is not completed, or a titer draw is negative, the contractor shall follow Centers for Disease Control and Prevention (CDC) current protocols regarding titer and interpretation of titer draw results.

The contractor shall complete all related forms required by the respective Using Agency, after the third vaccination has been administered and when a titer level result is determined. The contractor shall ensure delivery of all forms to the respective Using Agency in a manner to be determined by the State Contract Manager of the respective Using Agency.

3.3.4 TETANUS

The contractor shall provide individuals determined by Using Agencies to be at risk of exposure to tetanus with toxoid and boosters subsequent to initial vaccinations at the required intervals.

3.3.5 VARICELLA

The contractor shall provide individuals determined by Using Agencies to be at risk of exposure to varicella in a two (2) dose schedule: day 0, and 4 to 8 weeks; and, and boosters subsequent to initial vaccinations at the required intervals

3.3.6 TUBERCULOSIS

The contractor shall provide individuals determined by Using Agencies to be at risk of exposure to tuberculosis with TB/Mantoux (injection of PPD skin test, reaction reading).

3.3.7 BOTULINUM

The contractor shall provide individuals determined by Using Agencies to be at risk of exposure to Botulinum Toxoid in a three (3) dose series: day 0, 2 weeks, and 12 weeks;

3.3.8 MEASLES, MUMPS, RUBELLA (MMR)

The contractor shall provide individuals determined by Using Agencies to be at risk of exposure to Measles, Mumps, rubella (MMR) in a two (2) doses separated by at least one month. All additional medical services such as referrals, vaccinations and examinations must be pre-approved by the State Contract Manager of the Using Agency.

3.3.9 BRUCELLOSIS

The contractor shall provide individuals determined by Using Agencies to have been exposed to *brucella* with the current standard of care. All additional medical services such as referrals, vaccinations and examinations must be pre-approved by the State Contract Manager of the Using Agency.

3.3.10 ANTHRAX

The contractor shall provide individuals determined by Using Agencies to have been exposed to *anthrax* with the current standard of care. All additional medical services such as referrals, vaccinations and examinations must be pre-approved by the State Contract Manager of the Using Agency.

3.3.11 BORDETELLA PERTUSSIS

The contractor shall provide individuals determined by Using Agencies to have been exposed to *bordatella pertussis* with the current standard of care. All additional medical services such as referrals, vaccinations and examinations must be pre-approved by the State Contract Manager of the Using Agency.

3.3.12 DIPHTHERIA

The contractor shall provide individuals determined by Using Agencies to have been exposed to *diphtheria* with the current standard of care. All additional medical services such as referrals, vaccinations and examinations must be pre-approved by the State Contract Manager of the Using Agency.

3.3.13 STREPTOCOCCUS PNEUMONIAE

The contractor shall provide individuals determined by Using Agencies to have been exposed to *streptococcus pneumoniae* with the current standard of care. All additional medical services such as referrals, vaccinations and examinations must be pre-approved by the State Contract Manager of the Using Agency.

3.3.14 ADDITIONAL TESTING

All additional testing determined by the examining physician to be medically necessary must be pre-approved by the State Contract Manager of the Using Agency.

3.4. CONSULTATION SERVICES

The contractor shall provide consultation services on health procedures, trends, discoveries and analyses that might impact the health outcome of employees. The extent of the consultation services shall be determined in conjunction with the Using Agency's State Contract Manager and is predicated upon the number of employees affected and the complexity of the particular health concern. At a minimum the contractor shall provide employees copies of their results and made aware of the meaning of such results. The contractor shall provide such consultation services at State-facility worksites\locations, with consultation content, location, date and time to be determined by the Using Agency's State Contract Manager. The contractor shall provide a written proposal including a budget based upon the hourly rates bid by the contractor, to the requesting User Agency prior to delivery of said consultation services and the contractor .

3.5 QUALITY ASSURANCE

The contractor shall develop a quality assurance program encompassing record review and meetings with Using Agency(s). The location and scheduling of such meetings shall be determined by the State Contract Manager User Agency.

The contractor shall employ the services of an outside, licensed physician, board-certified in occupational medicine, solely for the purpose of reviewing medical records as a means of providing quality assurance. Documentation of the reviewing physician's board certification shall be provided as part of the quality assurance program.

This quality assurance review shall be conducted biannually, with findings submitted to the User Agency State Contract Managers at 6 months and 12 month intervals from the start date of the contract, and continuing through the duration of the contract.

The contractor must allow unlimited access to the medical files of a Using Agency to confirm proper retention and documentation of services as well as any internal audits the Using Agency conducts.

3.6 TESTIMONY AND LITIGATION SUPPORT

The contractor shall ensure that examining medical personnel from its medical panel are available to answer questions from the State and to testify at depositions and/or administrative hearings regarding the examining medical personnel's medical examination report. The respective State Contract Manager shall notify the contractor via email of all requests to schedule consultation, preparation, testimony and litigation support and the contractor must confirm via e-mail within 48 hours that the examining medical personnel is available to appear.

In such instance, the all-inclusive hourly rate bid by the contractor shall be paid with no more than three (3) hours billed by the contractor for preparation relating to scheduled testimony before a deposition or administrative hearing unless otherwise approved by the State Contract Manager.

The examining medical personnel shall be required to cooperate with the Attorney General's office in responding to discovery requests and preparing for testimony. In preparation for depositions contractor may charge up to 3 hours. If preparation is beyond three (3) hours, this time must be justified by contractor, and approved in advance by the respective State Contract Manager.

If the contractor is not advised prior to the day of the deposition or administrative hearing at which the examining medical personnel has been scheduled to appear that the event has been cancelled and the examining physician travels to such event or the examining physician travels to a deposition or administrative hearing at which the examining physician has been scheduled to appear but where testimony is not required, the contractor may bill the State the all inclusive hourly rate bid for only the first hour of the examining medical personnel's testimony. There are no pre-payments for testimony or depositions.

The contractor must provide written assurance that all payments for preparation, consultation and testimony must be made only through the contractor and not the examining medical personnel. There shall be no prepayments for preparation, testimony or litigation support and all travel expenses must be encompassed within the hourly rate bid.

3.7 FORMS AND REPORTS

The contractor shall complete all forms and reports required by respective Using Agencies that relate to the contractor performing each medical examination and/or service. When the examination or services require a physician's opinion on an employee's fitness to work the form shall include one of the following:

- a) Return to work with full duty without restrictions;
- b) Return to work with specific restrictions/limited duty, specifying when the employee will be reevaluated for return to work with full duty status; or
- c) Not fit for duty and specify when the employee will be reevaluated for return to work with full duty status.

The contractor shall inform the patient receiving services, in writing, of any medical conditions and abnormalities found during the examination within five (5) days of the completion of the medical examination and/or service and the receipt and review of any related test results. The contractor shall also provide the employee with a copy of all laboratory results and inform the employee of the results and any medical condition or abnormality indicated by the test results.

The contractor shall provide within one (1) day, a specific medical report to the Using Agency's State Contract Manager whenever a work related illness, and/or injury has been diagnosed or reported by the employee that requires reporting under Workers Compensation or the OSHA Log of Injuries and Illnesses.

The contractor shall fax the completed form (s) to a Using Agency's State Contract Manager, within one (1) day of any work limitations (e.g. respiratory, vision, hearing and physical) that may possibly affect the employee's job performance that were discovered during a medical examination or service.

The State Contract Manager shall provide the contractor with any Using Agency-specific requirements for the completion, compilation, and return of the forms and reports. **APPENDIX 1**

presents a sampling of the reports and forms from Agencies require to be completed by the contractor.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/13-X-20097.shtml> unless noted otherwise.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

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

4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION

4.3.1 EBID SUBMISSION OF PROPOSAL

If the bidder is submitting an eBid proposal, hard copy submission is still **requested**, please see Section 4.3.2 for number of complete and exact copies. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the bidder submits both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, *) in the filename. In addition, the bidder should name each converted PDF electronic file and folder as follows:

4.3.2 NON-EBID SUBMISSION

If **not** submitting an eBid proposal, the bidder **must** submit the following proposal copies:

One (1) complete ORIGINAL proposal, clearly marked as the "ORIGINAL" proposal.
Eight (8) complete and exact copies, clearly marked "COPY".

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

Copies are necessary in the evaluation of the proposal and for record retention purposes. A bidder failing to provide the requested number of copies will be charged the cost incurred by the

State in producing the requested number of copies. The bidder should make and retain a copy of its proposal.

4.4 PROPOSAL CONTENT

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

Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Section 2 - Technical Proposal (Section 4.4.3) – **NOTE: This section of the bidder's submission is limited to 25 pages or fewer, with no smaller than a 12 point font.**

Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 2

Section 4 – Price Schedule (Section 4.4.5)

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

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

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

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

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

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

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

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

4.4.1.1.3 NON-COLLUSION

By submitting a proposal, the bidder certifies as follows:

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

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

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

4.4.1.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN

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

4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS

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

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

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

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

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

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

4.4.1.5.1 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

This is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. If the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan. If the bidder intends to subcontract, the bidder should take the following actions to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFP;
2. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain a copy of the New Jersey of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor; and documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

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

NOTE A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE PROPOSAL OR WITHIN SEVEN (7) DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If awarded the contract, the bidder shall notify each subcontractor listed in the Plan, in writing.

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFP.

4.4.1.6 BID SECURITY

Not applicable to this procurement.

4.4.1.7 PRICING

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

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

4.4.2.1 BUSINESS REGISTRATION

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

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

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

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

4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

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

4.4.3 TECHNICAL PROPOSAL

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

4.4.3.1 MANAGEMENT OVERVIEW

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

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

4.4.3.2 CONTRACT MANAGEMENT

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

4.4.3.3 CONTRACT SCHEDULE

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

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

4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.3.5 POTENTIAL PROBLEMS

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

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.4.1 LOCATION

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

The bidder should demonstrate that it will perform the tasks and services detailed in Section 3 of this RFP at a location located within a 15-mile radius of Trenton, New Jersey. The site should be specifically identified in the bidder's proposal.

The bidder should also provide information regarding free-of-charge parking availability, capacity, including that for over-sized vehicles, and location for patients.

4.4.4.2 ORGANIZATION CHARTS

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

4.4.4.3 RESUMES

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

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

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform. When a bidder submits resumes pursuant to this paragraph, the bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

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

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff

in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

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

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal. The bidder must provide a detailed description of services to be provided by each subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

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

4.4.5 PRICE SCHEDULE/SHEET

The bidder must submit its pricing using the format set forth in the State-supplied price schedule accompanying this RFP. Failure to submit all information required will result in the proposal being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract. The State makes no guarantee of volume for usage of the medical examinations, tests and services required by the contractor.

The bidder **must submit a table** of job titles its uses within its operations along **with the all-inclusive firm fixed hourly rates** for each respective job title. These rates will be used when the contractor develops and submits pricing for consultation services and unforeseen additional work.

4.4.5.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.4.5.2 C.O.D. TERMS

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

4.4.5.3 CASH DISCOUNTS

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

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer and the Division's Notice of Award.

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

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **four (4) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **90** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

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

payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

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

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

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

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

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

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, contractor or subcontractor hereby assigns to the

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

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

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

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

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

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

5.9.2 SECURITY STANDARDS

1. Network Security: The contractor shall maintain the contractor's network security that – at a minimum – includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The contractor shall maintain network security that conforms to one of the following:

- A. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at:
<http://web.nvd.nist.gov/view/ncp/repository>
or

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

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

5.9.3 SECURITY PLAN

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

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

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

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

In addition, the security plan shall identify and define:

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

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

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LATE DELIVERY

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

5.15 RETAINAGE

Not applicable to this procurement.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

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

5.17.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is deleted and replaced with the following:

4.1 Indemnification

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

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

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

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

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

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

5.18 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.19 ELECTRONIC PAYMENTS

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

5.20 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A 52:27B-56 and N.J.A.C 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

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

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

6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The Director reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

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

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

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

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

Bidders may not attend the oral presentations of their competitors.

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

6.7 EVALUATION CRITERIA

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

6.7.1 TECHNICAL EVALUATION CRITERIA

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

6.7.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price for each proposed contract term offered located on the Price Sheets accompanying this RFP.

For evaluation purposes, each bidder's proposed offer(s) will be ranked according to the formula:

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

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

The price proposal for each bidder used to determine the price proposal points, will be the lowest acceptable price proposal between the original price proposal and the Best and Final Offer proposal, if applicable, submitted by each bidder.

6.7.3 TOTAL PROPOSAL SCORE

Each evaluated proposal will receive a Total Proposal Score based on the following formula:

Average Technical Evaluation Score + Price Proposal Points = Total Proposal Score.

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

6.7.4 PROPOSAL DISCREPANCIES

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

6.7.5 EVALUATION OF THE PROPOSALS

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

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

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

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical

and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

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

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

6.9 COMPLAINTS

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his or her

certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

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

7.1.4 BUSINESS REGISTRATION

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

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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