Request for Proposal  06-X-38049

For:  Health Related Services: Medical Surveillance, DEP

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<td>(Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)</td>
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Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property web site.

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<tr>
<th>Set-Aside Small Business</th>
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<td></td>
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<tr>
<td></td>
<td>□ Entire Contract</td>
<td>□ II</td>
</tr>
<tr>
<td></td>
<td>☑ Subcontracting Only</td>
<td>□ III</td>
</tr>
</tbody>
</table>

RFP Issued By

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

Using Agency/Agencies

State of New Jersey
Department of Environmental Protection
Office of Occupational Health and Safety
428 East State Street
Trenton, New Jersey 08625-0416

Date:  October 13, 2005
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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 (the "Division"), on behalf of the State of New Jersey, Department of Environmental Protection (DEP), Office of Occupational Health and Safety (OOHS).

The purpose of this RFP is to solicit bid proposals to engage a contractor to conduct medical surveillance and provide related medical services.

The expected services are described in RFP Section 3.0 (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

The NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml 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 same unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

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 surveillance, 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.

Required medical services include: medical examinations, immunizations antibody testing and audiometric testing for DEP employees, who require such services as determined by OOHS.

The Medical Surveillance Program (MSP) is necessary in order to assess and monitor employee’s 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 and (e) those with job titles of Ranger, Lifeguard and Conservation Officer. 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 4.4.4 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 OOHS. While the actual frequency of the medical examination is determined by OOHS, 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 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.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to the Quicklinks Q&A button on the Advertised Solicitation, Current Bid Opportunities webpage http://ebid.nj.gov/QA.aspx.
After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the web form. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder’s bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Questions should be directed to the RFP by the writer and questions should be 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 shall not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is 5:00 p.m. Eastern Daylight Time, October 21, 2005. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable to this procurement.

1.3.5 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

| DATE:      | November 15, 2005 |
| TIME:      | 2:00 PM, Eastern Standard Time |
| LOCATION:  | BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 |

Directions to the Purchase Bureau can be found on the following website: [http://www.state.nj.us/treasury/purchase/directions.shtml](http://www.state.nj.us/treasury/purchase/directions.shtml)

1.3.6 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](http://www.osha.gov)
1.4 ADDITIONAL INFORMATION

1.4.1 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.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.
1.4.6 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

1.4.8 JOINT VENTURE

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

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

2.1 STANDARD DEFINITIONS

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

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

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

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

**Contractor** - The contractor is the bidder awarded a contract.

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

**Division** - The Division of Purchase and Property

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

**Firm Fixed Price** – A price that is all-inclusive of direct and indirect costs including, but not limited to: direct labor costs, overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, labor, supervision, managerial support, and all documents, forms and reproductions thereof. Firm fixed prices include portal-to-portal expenses. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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

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

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

**Shall or Must** – Denotes that which is a mandatory requirement.

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

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 5.2, 5.2.1, 5.2.2 and 5.2.3.

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

**State** - State of New Jersey.

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

**Using Agency** - The entity for which the Division has issued this RFP and will enter into a contract.
2.2 CONTRACT SPECIFIC DEFINITIONS

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

**Day** – A 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.

**Holidays** – Days recognized by New Jersey as State Holidays: [www.state.nj.us/infobank/holidays.html](http://www.state.nj.us/infobank/holidays.html).

**Immunization** – The 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.

**Medical Surveillance Program (MSP)** – Medical procedures/examinations used to ensure, to the extent feasible, that employees subject to extraordinary physical demands or 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.

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

**OSHA Log of Injuries and Illnesses** – The 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** – A licensed or certified audiologist, otolaryngologist or other physician responsible for the audiometric testing program pursuant to OSHA publication 3074 -Hearing Conservation.

**Serologic Testing** – A blood test that detects serum antibodies to specific pathogens such as rabies.

**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.

**Workers Compensation** – A system of compensation for work-related injuries or death, paid for by employer compensation insurance contributions.
3.0 SCOPE OF WORK

3.1 DUTIES AND OBLIGATIONS OF OOHS

OOHS shall perform the following functions:

a) Supply exposure profile forms to employees,

b) Review and retain exposure profile forms,

c) Provide copies of exposure profile forms and other required forms to the contractor,

d) Distribute examination and/or immunization packets, including consent forms, to employees,

e) Inform employees of scheduled appointments,

f) Determine which employees will be offered an exit medical examination,

g) Arrange for a follow-up appointment, in the event of an adverse reaction to immunization, as necessary,

h) Provide the contractor with OOHS forms for various examination types, as required and

i) Conduct periodic site visits of the contractor’s primary facility.

3.2 STANDARDIZED HEALTH REPORT

The examining physician employed by the contractor shall complete a standardized Health Status Recommendation (HSR) form within five (5) days of the completion of all examinations, receipt and review of any related test results, and immunizations or vaccination series. The examining physician shall inform the employee receiving services, in writing, of any medical conditions and abnormalities found during the examination within five (5) days of the completion of the examination and the receipt and review of any related test results. The contractor shall also provide the employee a copy of all laboratory results and inform the employee of any medical condition or abnormality indicated by the test results.

The contractor shall provide within one (1) day, a specific medical report to the State Contract Manager whenever a work related illness 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 also report to the State Contract Manager any work related chemical exposures or physical hazard discussed or reported by the employee during the physical examination within one day.

The contractor shall fax the completed HSRs to the State Contract Manager, within one (1) day, of any work limitations (e.g., respiratory, vision, hearing, and physical) that are not caused by work but may possibly affect the employee’s job performance.
The following table presents the timeframes required for the completion of an HSR for each type of examination and immunization series:

<table>
<thead>
<tr>
<th>Examination Type</th>
<th>Received by State Contract Manager via FAX</th>
<th>Original Health Status/Recommendation Received by State Contract Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Surveillance Examination</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Baseline Examination</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Audiogram Referral Examination</td>
<td>Same day as examination</td>
<td>Seven (7) days</td>
</tr>
<tr>
<td>Police and Fireman’s Retirement System Physical Exam.</td>
<td>Same day as examination</td>
<td>Three (3) days</td>
</tr>
<tr>
<td>Return to Work Physical Examination</td>
<td>Same day as examination</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Fitness for Duty Physical Examination</td>
<td>Same day as examination</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Department of Transportation Physical Examination</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Exposure Evaluation Examination</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Police Academy Entrance Examination</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Respiratory Clearance Examination</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Immunizations</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Hepatitis</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Hepatitis Titer</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Rabies Prophylaxis</td>
<td>N/A</td>
<td>Five (5) days</td>
</tr>
</tbody>
</table>

AT NO TIME SHALL ANY HSR CONTAIN ANY DIAGNOSTIC INFORMATION.

3.2.1 NOTIFICATION OF EMPLOYEE ATTENDANCE

The contractor shall notify the State Contract Manager via e-mail and/or telephone when employees scheduled for services do not attend their scheduled examination, immunization and/or testing. This notification shall be performed on a weekly basis.

3.3 MEDICAL EXAMINATIONS

3.3.1 MEDICAL SURVEILLANCE EXAMINATION

The contractor shall provide medical surveillance examinations for employees designated by the State Contract Manager. While physical examination content shall be determined by the examining physician employed by the contractor, all examinations shall include, at a minimum:

a) An employee’s medical and occupational history with special emphasis on symptoms related to the handling of hazardous substances, job related physical stress and fitness for duty;

b) Measurement of resting heart rate, blood pressure and respiration;

c) Audiogram;
d) Visual Acuity testing;
e) Pulmonary function testing (spirometry);
f) Blood tests which include complete blood count, electrolytes, liver and renal function, cholesterol, triglycerides, glucose and uric acid;
g) Urinalysis (microscopic);
h) Posterior-anterior and lateral chest x-ray or radiologist’s reading and report within three years of baseline and every ten years thereafter or more frequently if medically appropriate;
i) Electrocardiogram (EKG—baseline, at age 40, and every 5-6 years thereafter or more frequently if medically necessary;
j) Stool occult blood examination for employees over 40 years of age;
k) Prostate specific antigen and acid phosphates for male employees over age 50;
l) Biological Monitoring – Necessity, content and frequency to be determined by the examining physician in conjunction with OOHS based upon exposures, employee health, scientific literature and other medically relevant factors; and
m) Tetanus toxoid plus diphtheria booster shall be administered with the baseline examination and every 10 years thereafter.

3.3.2 BASELINE EXAMINATION

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 the medical surveillance examinations with respect to examination and content. A baseline examination shall be done once, while a medical surveillance examination on an individual could be repeated on an annual, biennial and/or triennial cycle.

3.3.4 AUDIOGRAM REFERRAL EXAMINATION

The contractor shall serve as the “Professional Supervisor” under DEP’s Hearing Conservation Program and shall review problem audiograms referred to it by OOHS audiometric technicians. The contractor shall determine whether there is a need for further evaluation/testing to substantiate a standard threshold shift (STS) status. The contractor shall forward a written determination of hearing loss to the State Contract Manager within one (1) day of determination.

3.3.5 POLICE AND FIREMAN’S RETIREMENT SYSTEM PHYSICAL EXAMINATION

The contractor shall provide physical examinations to DEP employees enrolling in the Police and Firemen’s pension system. These examinations shall be identical to the medical surveillance examinations specified in Section 3.3.1 of this contract, with respect to examination content.

3.3.6 RETURN TO WORK PHYSICAL EXAMINATION

The contractor shall provide return to work examinations upon request of the State Contract Manager. Return to work examination content shall be determined by the examining physician. The contractor shall state in the completed HSR whether the employee is able to return to work and shall list any pertinent limitations or job accommodation.

3.3.7 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 HSR whether the employee is fit for duty and list any pertinent limitations or job accommodation.

3.3.8 DEPARTMENT OF TRANSPORTATION PHYSICAL EXAMINATION

The contractor shall provide Department of Transportation (DOT) 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].
3.3.9 EXPOSURE EVALUATION EXAMINATION

The contractor shall provide medical evaluation examinations to assess the medical effects of any chemical, biological and/or physical exposure incident. The content of the examinations shall be determined by the examining physician based upon the nature of exposure and medical findings. Additional blood and/or urinalysis based on a specific exposure type may be required under this type of examination.

3.3.10 POLICE ACADEMY ENTRANCE EXAMINATION

The contractor shall provide physical examinations to employees identified by the State Contract Manager, who will be attending the Police Training Commission basic course. These examinations shall include all the elements of the medical surveillance examination (Section 3.3.1) plus an exercise stress test for those indicated. The examinations shall be conducted in accordance with N.J.A.C. 13:1-8.1. The State Contract Manager shall provide the contractor with specific Health History Statement and Medical Certification forms. The examining physician shall complete these forms and return them to the State Contract Manager within five (5) days of completion of the physical examination and receipt and review of test results.

3.3.11 RESPIRATORY CLEARANCE EXAMINATION

The contractor shall provide a physical examination to employees assigned a respirator to perform their job duties. These examinations shall, at a minimum, include:

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 symptoms related to the breathing of hazardous substances, job related physical stress and fitness for duty;

b) A completed OSHA respiratory questionnaire;

c) Measurement of resting heart rate, blood pressure and respiration;

d) Pulmonary function testing (spirometry); and

e) Posterior-anterior and lateral chest X-ray if required based on examining physician’s determination.

3.4 IMMUNIZATIONS/VACCINATIONS

The contractor shall provide immunizations to employees, designated by the State Contract Manager, in the following manner:

3.4.1 HEPATITIS B VACCINATIONS

The contractor shall provide employees, identified by the State Contract Manager, to be at risk of exposure to blood and bodily fluids, as defined by the OSHA Bloodborne Pathogen Standard 1910.1030, with the Hepatitis B vaccination series of three injections at intervals of: Day 0, One Month and Six Months.

The contractor shall provide employees receiving the Hepatitis B vaccination series with Hepatitis B surface antigen, one to two (1 to 2) months after completion of the vaccination series.

The contractor shall provide Hepatitis B 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.

3.4.1.1 FIRST AND SECOND IMMUNIZATION SERIES

The contractor shall provide the first and second vaccinations of the immunization series at the following field locations of the State Park Service:

a) State Park Service Office -Island Beach State Park, Seaside Park (Ocean County)
b) State Park Service Office -Wharton State Forest, Green Bank (Burlington County)
c) State Park Service Office -Spruce Run Recreation Area, Clinton, (Hunterdon County) and
3.4.1.2 THIRD IMMUNIZATION SERIES

The contractor shall provide the third Hepatitis B vaccination, at the required six-month interval, at a site selected by the contractor. The contractor shall coordinate dates and times of vaccinations with the State Contract Manager.

In addition to completing a HSR, the contractor shall also complete a DEP Immunization Sheet after the third vaccination has been administered and when a titer level result is determined. The contractor shall hand-deliver the DEP Immunization Sheet to the State Contract Manager.

3.4.2 RABIES PROPHYLAXIS

The contractor shall provide individuals determined by OOHS 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 OOHS 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.

In addition to completing a HSR, the contractor shall also complete a DEP Immunization Sheet when the vaccination series is completed and when a titer level result is determined. The contractor shall hand-deliver the DEP Immunization Sheet to the State Contract Manager.

3.5 LABORATORY TESTING AFFILIATIONS

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 sites readily accessible to DEP employees working the northern, central, and southern counties of the State.

3.6 CONSULTATION SERVICES

The contractor shall provide consultation services on health procedures, trends, discoveries and analyses that might impact the health outcome of DEP employees. The extent of the consultation services shall be determined in conjunction with the State Contract Manager and is predicated upon the number of DEP employees affected and the complexity of the particular health concern. The contractor shall provide such consultation services at DEP worksites, with consultation content, location, date and time to be determined by the State Contract Manager.

3.6.1 HEALTH PROMOTION AND EDUCATION SERVICES

The contractor shall provide health education activities to clarify and/or expand DEP employee knowledge on potential health risks respective to DEP worksites, at worksites specified by the State Contract Manager.

3.7 QUALITY ASSURANCE

The contractor shall develop a quality assurance system encompassing record review and meetings with OOHS personnel. The location and scheduling of such meetings shall be determined by the State Contract Manager.

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 system.

A quality assurance review shall be conducted biannually, with findings submitted to the State Contract Manager by June 30 and December 31 of each year in the contract term.
3.7.1 HIPAA AND BBA COMPLIANCE

The contractor shall, at all times, in performance of this contract, ensure that it maintains compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Balanced Budget Act (BBA) of 1997 governing the protection of patient information.

Such regulatory compliance shall include the erasure and deletion of all personal, confidential information that may be contained on all personal computers and their drives prior to the disposal, or any other disposition that may be required, of such informational technology equipment as per requirements as set forth by the US Department of Defense (DoD) 5220.22-M Standard. See http://www.hipaadvisory.com/tech/data_removal.htm for additional information.

3.7.2 RECORD RETENTION

The contractor shall maintain medical records of all active employees receiving health services. No medical records shall be transferred, relocated, or destroyed without prior written notification and approval of the State Contract Manager. The contractor shall ensure that medical records are held in a confidential manner apart from all other personnel records in accordance with the Americans with Disabilities Act and OSHA Standard 1910.1020.

3.7.2.1 ARCHIVING OF EMPLOYEE EXPOSURE AND MEDICAL RECORDS

The contractor shall preserve and maintain medical records of each employee for at least the duration of employment plus 30 years in accordance with OSHA Standards 1910.1020.

3.7.2.2 TRANSFER OF RECORDS

The contractor shall be responsible for the transfer of existing employee exposure and medical records from the incumbent contractor. The contractor shall be responsible for subsequent file transfers as directed by the State Contract Manager.

The State Contract Manager shall notify the contractor when an employee is removed from active status. All medical records shall be transferred to the State Contract Manager upon termination of an employee’s active status. The contractor shall enclose employee medical records in an envelope marked “confidential” and hand-deliver to the State Contract Manager.

3.8 CONTRACTOR QUALIFICATIONS

The contractor shall maintain all appropriate licenses and certifications pursuant to Section 4.4.3 of this contract throughout its term.

3.9 CONTRACTOR PROVISION FOR DEP EMPLOYEE PARKING

The contractor shall maintain an office site approved by the State Contract Manager and provide parking, free-of-charge, to DEP employees receiving services from the contractor at the contractor’s principal office throughout the term of the contract.
4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid signatory page (http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP’s requirements could result in a determination that the bidder’s proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, AND FINAL BID OPENING DATE. All of this information is set forth at the top of the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml.

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the “ORIGINAL” bid proposal. Each bidder should submit seven (7) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Price schedule (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.
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### 4.4.1 SECTION 1 – FORMS

#### 4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage [http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml).

#### 4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage [http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml).

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

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five 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 located on the Advertised Solicitation, Current Bid Opportunities webpage
http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml.

4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride
Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities
webpage http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml.

4.4.1.5 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply
either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved
or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding
contract.

The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage
http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml.

4.4.1.6 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER’S BUSINESS REGISTRATION
CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH
THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the Division of Revenue or to obtain a copy of an
existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid
Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml, and Section 5.4 of this RFP for additional information concerning this requirement.

4.4.1.7 EXECUTIVE ORDER 134

Refer to Section 5.27 of this RFP for more details concerning this requirement.

4.4.1.8 SET ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid
proposal a completed and signed Notice of Intent to Subcontract form located on the Advertised Solicitation,
Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml. Bidders
intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form
located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml. Failure to submit the required forms shall
result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should
contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.1.9 N.J.S.A. 52:34-13.2 SOURCE DISCLOSURE

THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.

Refer to Section 5.28 and the Advertised Solicitation, Current Bid Opportunities webpage
http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml for more information concerning this new
requirement.
4.4.1.10 BID BOND

Not applicable to this procurement.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

4.4.2.1 MANAGEMENT OVERVIEW

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

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

4.4.2.2 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.

The bidder should provide its plan for the transition of medical records from the incumbent contractor.

4.4.2.3 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.

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.2.5 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.

4.4.3 SECTION 3 - 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.
4.4.3.1 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 the NJDEP offices located at 401 East State Street, 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 and location for patients.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's 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.

4.4.3.3 RESUMES

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

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

Physicians performing the tasks and services detailed in this 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. The bidder should present appropriate documentation of qualifications, licenses, and board eligibility/certification of all medical personnel in its bid proposal.

4.4.3.4 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.

4.4.3.5 ORGANIZATION CHART (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.
4.4.3.6 EXPERIENCE OF BIDDER ON 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 demonstrate a history of at least one (1) year of past experience in conducting medical surveillance examinations related to occupational exposure as required under OSHA Standard 1910.120 -Hazardous Waste Operations and Emergency Response.

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

4.4.3.8 SUBCONTRACTOR(S)

A. All bidders must complete the Notice of Intent to Subcontract Form whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the Subcontractor Utilization Plan must also be submitted with the bid.

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

C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

D. 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.

E. 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.

4.4.4 SECTION 4 - PRICE SCHEDULE

The price schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml.
Failure to submit all requested pricing information may result in the bidder’s proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

Please note that estimated quantities are not a guarantee of work volume.
5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor’s bid proposal, and the Division’s Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06-X-38049.shtml.

In the event of a conflict between the provisions of this RFP, including the NJ Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the 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 STATE 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 name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.

b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.

c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.

d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.
e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.

f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property’s Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

5.3 PERFORMANCE BOND

Not applicable to this procurement.

5.4 BUSINESS REGISTRATION

The following shall supplement Section 1.1 in the NJ Standard Terms and Conditions pertaining to Business Registration located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06-X-38049.shtml.

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the
contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.5 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated “Contract Effective Date” is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06-X-38049.shtml. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

5.6 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.7 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.8 CONTRACT AMENDMENT

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

5.9 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.
5.10 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

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

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

5.12 OWNERSHIP OF MATERIAL

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

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

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

5.14 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.

5.15 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.

5.16 LICENSES AND PERMITS

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

5.17 CLAIMS AND REMEDIES

5.17.1 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.

5.17.2 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.

5.17.3 REMEDIES FOR NON-PERFORMANCE

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

5.18 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. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230
5.19 RETAINAGE

Not applicable to this procurement.

5.20 STATE’S OPTION TO REDUCE SCOPE OF WORK

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

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

5.21 SUSPENSION OF WORK

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

5.22 CHANGE IN LAW

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

5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor’s original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.
Upon receipt and approval of the contractor’s written proposal, the State Contract Manager shall forward same to the Director for the Director’s written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all 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 (OMB) and Office of Information and Technology (OIT).

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.

5.25 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/06-X-38049.shtml. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor’s bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

The contractor shall be paid on a monthly basis for services provided in the previous month and approved by the State Contract Manager.

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

5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.26 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 (“EO 134”). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.27.1 DEFINITIONS

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at http://www.state.nj.us/treasury/purchase/forms.htm#eo134, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

5.27.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.
5.28 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 5, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

5.28.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, all bidders seeking 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.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/<bid#>.shtml. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

5.28.2 BREACH OF CONTRACT FOR SHIFT OF SERVICES OUTSIDE THE UNITED STATES

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 the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions of the RFP, unless previously approved by the Director and the Treasurer.

5.29 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS

NJ Standard Terms and Conditions are located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/<bid#>.shtml.

5.29.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

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

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

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

5.29.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions, is deleted and replaced with the following:

2.2 Indemnification

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

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

2. The contractor's breach of its obligations of confidentiality; and,

3. Contractor's liability with respect to copyright indemnification.

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

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

5.29.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the 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.
6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

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

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

A. The bidder's general approach and plans in meeting the requirements of this RFP.

B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.

C. The bidder’s documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.

D. The qualifications and experience of the bidder’s management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder’s management, supervisory and other staff proposed and the bidder’s contract management plan, including the bidder’s contract organizational chart.

6.3.2 BIDDER’S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheets located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/06x38049.shtml.
6.3.3 BID DISCREPANCIES

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State’s request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State’s request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, confirming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for 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.

6.5 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.
Question # 1 Section 5.16 Licenses and Permits, Pg 28 –What type of license is required for this RFP?

Answer: Bidders are required to possess those licenses and permits necessary for its staff and facility to perform the requirements of this RFP within federal, State and local guidelines.

Question # 2 Section 3.2 Standardized Health Report, Pg 11 –Can a Nurse Practitioner or Physician Assistant complete examinations?

Answer: No

Question # 3 Section 3.5 Laboratory Testing Affiliations, Pg 15 –Must the laboratory used by the contractor be a “set-aside” organization?

Answer: No

Question # 4 Section 4.4 Proposal Content, Pg 32, –Are bid proposals from the existing contract available for review?

Answer: Information on bid proposals received for the existing contract can be obtained by contacting Ms. Terri Pelletier at 609-984-9777.

Question # 5 Section 5.28.1 Source Disclosure Requirements, Pg 32, –What is the purpose of the Source Disclosure Form?

Answer: The Source Disclosure Certification Form (Executive Order 129 Certification) is used by bidders to list every location where services will be performed by the bidder and all subcontractors. The full text of Executive Order 129 (EO 129) can be viewed at the following web site: http://www.nj.gov/infobank/circular/eom129.htm

Question # 6 Section 6.1 Proposal Evaluation Committee, Pg 34, –What criteria is used to select members of the Evaluation Committee?

Answer: Members of the Evaluation Committee are selected prior to the bid opening date in accordance with Section 6.1 of the subject RFP.

Question # 7 Section 6.4 Negotiation and Best and Final Offer (BAFO), Pg 35, –What are the criteria for requesting a BAFO from one bidder and not another?

Answer: Please refer to Section 6.4 of the subject RFP.