



Request for Proposal 07-X-38428

For: Consulting Services: Telephone-based Tobacco Cessation Counseling, DHSS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	September 27, 2006	5:00 PM
Mandatory Pre-bid Conference	Not Applicable	
Mandatory Site Visit	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	November 3, 2006	2:00 PM

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

<p>Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)</p>	<p>Status</p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input checked="" type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input checked="" type="checkbox"/> I</p> <p><input checked="" type="checkbox"/> II</p> <p><input checked="" type="checkbox"/> III</p>
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RFP Issued By

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

Using Agency

State of New Jersey
Department of Health and Senior Services
120 South Stockton Street PO Box 373
Trenton, New Jersey 08520-0373

Date: September 18, 2006

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Health and Senior Services (DHSS), Office of the State Epidemiologist, Comprehensive Tobacco Control Program (CTCP). The purpose of this RFP is to engage a contractor to perform telephone-based tobacco dependence counseling (Quitline) using a computer-assisted telephone interview system (CATI) to collect caller information.

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. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a reprocurement of the **Drug Counseling Service/ Telephone Tobacco Addiction Counseling Service** term contract, presently due to expire on **December 31, 2006**. Bidders who are interested in the current contract specifications and pricing information may review the current contract (Enter T1901) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

The Quitline toll-free telephone activity is a cornerstone of the DHSS Tobacco Dependence Treatment Program aimed at reducing the use of tobacco products by New Jersey residents. Other components of this program have been designed to direct residents seeking tobacco cessation counseling to Quitline services.

While tobacco use is highly addictive; surveys indicate that nearly 70% of smokers want to quit, yet less than 3% of those wanting to quit are successful in quitting each year. Given an estimated 1.16 million smokers in New Jersey, nearly one (1) in five (5) adults in the State smoke cigarettes, approximately 812,000 having stated they want to quit.

Research indicates significant reductions in morbidity and mortality can be achieved when individuals who use tobacco stop using tobacco. Interventions are available for those who currently smoke and need support in their efforts to quit. The treatment of tobacco dependence requires the movement of the caller through stages ranging from pre-contemplative to a final quitting and maintenance. Since no one intervention works for all users, a wide range of interventions should be available. In parallel to the Quitline program, the State also provides an internet, web-based tobacco cessation counseling program, Quitnet. Although the Quitline and Quitnet programs are separate programs, participants in either program may realize the synchronicity between the two (2) programs and use both of them. Encouraging the residents of New Jersey to seek treatment and providing this treatment can help them function at the highest possible level.

Those who continue to smoke are a tougher audience than those who have already quit. While limited resources have hampered public health efforts in tobacco use treatment, the treatments made available through Quitline can significantly impact the health of New Jersey residents.

Utilization of telephone-based counseling services is closely correlated with national and Statewide media efforts promoting the service. Historically, the monthly call volume to Quitline has ranged from a high of 800 incoming calls with 500 of these callers registering for counseling to as few as 100 incoming calls with only 60 callers registering for counseling. CTCP estimates that up to 3,600 callers may contact Quitline each year with 3,000 of the callers registering for counseling.

Three new outreaches to smokers are in process. The first is the 1-800-QUITNOW effort to provide national media with a marketing emphasis (cold bump) to state Quitlines. In addition, CTCP, in conjunction with the Centers for Disease Control and Prevention (CDC), has already piloted a grassroots "Ambassador" program in the cities of Trenton and Paterson and recently expanded the program to include the cities of Camden, Newark and Elizabeth. The intention is to recruit "Ambassadors" who will publicize the message of tobacco use cessation and promote Quitline information within their area of influence. Additional outreach to six (6) other locations will be launched in two phases within the upcoming year.

Lastly, New Jersey recently passed "smoke-free New Jersey" legislation, Chapter 383, P.L. 2005, that designates nearly all workplaces, including all bars and restaurants, smoke-free. In each of New Jersey's 21 counties, groups called "Communities Against Tobacco" (CATS) carried the message of smoke-free air throughout the communities within each respective county. A portion of this effort is now directed toward making counties aware of the NJ Quitline.

CTCP cannot accurately forecast the ability of ongoing and projected media and community efforts to direct callers to Quitline. Other states have experienced immediate responses to media and community campaigns and the Quitline contractor must possess the ability to quickly increase operations to accommodate projected increased demand. CTCP's preliminary projections of call volume range from 200 to 900 calls per month. The State makes no guarantee of caller volumes.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

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

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

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

1.3.2 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. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL**

BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

**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 at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.shtml>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to (609) 292-4751. The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

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

1.3.3. DOCUMENT REVIEW

Bidders are urged to visit the CTCP website and the links it provides to other sites at: www.state.nj.us/health/as/ctcp/index.html.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE 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 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 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. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

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 will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

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

1.4.7 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, Disclosure of Investigations and Actions Involving Bidder, 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

2.1 GENERAL DEFINITIONS

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

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

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

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

Bidder – An individual or business entity submitting a 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 bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

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 8.1, 8.1.1 and 8.1.2.

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

State – State of New Jersey.

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

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT SPECIFIC DEFINITIONS

CATI – Computer-Assisted Telephone Interview.

Holidays – The following days shall be considered holidays for the contract: Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day.

Primary Treatment – Services to be provided by the contractor at the time of the first encounter between those calling the Quitline and the contractor. These services include: the contractor providing verbal information to callers, collecting caller information to enable the mailing of recommended printed materials on tobacco use cessation, program intake, evaluation and follow-up telephone calls.

Secondary Treatment – Services to be provided to users by third-party counseling specialists through individual or group counseling for tobacco use cessation. Counseling specialists have been trained by the New Jersey University of Medicine and Dentistry, School of Public Health and follow protocols promulgated by the U.S. Department of Health and Human Services clinical practice guideline, *Treating Tobacco Use and Dependence, June 2000*. Available at the following website: www.ahrq.gov/clinic/tobacco/

Stage of Change – Ordered categories along a continuum of motivational readiness to change a problem behavior. The categories are derived from the Transtheoretical Model of Change, a theoretical model of behavior change, which has been the basis for developing effective interventions to promote health behavior change. The five (5) categories are: 1) pre-contemplative, 2) contemplative, 3) preparation, 4) Action, and 5) maintenance.

Tertiary Treatment – Specialized treatment to callers or provision of counseling advice by physicians or other medical professionals on tobacco use cessation cases that are not amenable to primary and secondary counseling methods.

3.0 SCOPE OF WORK

3.1 DUTIES AND OBLIGATIONS –DHSS

The State Contract Manager will provide the contractor with an electronic listing of available community resources directed toward tobacco-use cessation. The State Contract Manager will provide updates to this list during the course of the contract.

3.1.1 DATA DICTIONARY

The State Contract Manager shall provide the contractor with the file layout, field descriptions and field formats of the caller database in use by the incumbent contractor.

3.2 DUTIES AND OBLIGATIONS OF CONTRACTOR -OVERVIEW

The contractor shall develop and maintain a toll-free telephone line as the nexus for providing assessment of callers seeking tobacco cessation counseling and telephone-based counseling, and collection of caller information. The contractor shall provide:

- a) primary treatment to callers;
- b) referral of callers to other relevant resources identified by DHSS; and
- c) fulfillment mailings of printed materials to interested and inquiring parties.

All deliverables and reports shall require the approval of the State Contract Manager.

3.2.1 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. See Federal Regulations, 45 CFR Part 160, 162, and 164 or Center for Medicare and Medicaid Services (CMS) website at: www.cms.hhs.gov/hipaa/hipaa2/regulations for HIPAA requirements and additional 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 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.

3.3 STATUS MEETINGS

The contractor shall participate in regularly scheduled telephone conferences with the State Contract Manager. During the first two (2) months of the contract period, these telephone conferences shall be held at least weekly or upon request by the State Contract Manager. After this period, telephone conferences shall be held on a monthly basis, or upon request by the State Contract Manager.

3.3.1 TRANSFER OF RECORDS

The contractor shall contact the State Contract Manager to coordinate the transfer of paper and electronic records from either the incumbent contractor or CTCP. Records shall include all information relating to callers. Either the incumbent contractor or CTCP shall make copies of all paper and electronic files available to the contractor. Copying and transferring expenses shall be borne by the contractor. The contractor shall have all records transferred to its office and functionally organized within twenty (20) days of the Contract Effective Date.

3.4 PROVISION OF TOLL-FREE ACCESS AND CATI

3.4.1 TOLL-FREE TELEPHONE LINE

The contractor shall provide and maintain a toll-free telephone line for inquiries from callers. The toll-free line shall be compatible for TDD (Telephone Device for the Deaf) or TTY (Teletypewriter) telecommunications devices for the hearing and speech impaired. The toll-free telephone line number shall be the same as the existing number 866-657-8677 (866-NJ-STOPS).

The contractor shall provide a capability for its supervisory staff to perform real time monitoring for ten percent (10%) of the daily call volume randomly selected. The contractor shall track all monitoring activities and provide a copy of the tracking report to the State Contract Manager upon request.

The toll-free telephone line shall have voice messaging as a back up during hours of operation and for recording calls received during non-working hours of office operation. Calls received via voice messaging during business hours (Section 3.4.2) must be returned within two (2) hours from the time the message was recorded. Calls received outside of business hours must be returned within two (2) hours from the beginning of the next working day. The contractor shall enter a record of any call not answered into a log and submit the log to the State Contract Manager on a monthly basis. The log shall include the date, time, name of caller, subject of call and additionally record the date and time and detail the overall outcome or disposition of the return call.

3.4.1.1 SURVEY INSTRUMENT/QUESTIONNAIRE

The contractor shall develop an initial contact survey instrument/questionnaire, including a description of the formats used in fields (rows and columns) of the instrument/questionnaire, and a corresponding telephone script subject to approval by the State Contract Manager. The contractor shall also develop follow-up protocol which conforms to standards promulgated by the Agency for Health Care Research and Quality (AHRQ) available at the following website: www.ahrq.gov/

Information collected by the contractor shall include, but not be limited to:

- a) caller's Stage of Change - at enrollment;
- b) change in status (at initial assessment and at last follow-up);
- c) six (6) month outcome call data (outcomes of completed/failed multiple attempts);
- d) six (6) month outcome call data (consumption of callers still using tobacco);
- e) six (6) month outcome call data (outcomes of members who were reached) to include:
 - the original assessment;
 - treatment recommended;
 - treatment used;
 - current status of tobacco use; and

- Stage of Change category at six (6) months post initial assessment; and
- f) demographic of callers receiving counseling and demographic of callers requesting printed information, to include:
 - age
 - gender
 - economic status
 - education level
 - ethnic origin
 - county of residence
 - source of referral to Quitline.

3.4.2 OFFICE HOURS OF OPERATION

The contractor shall operate its office, where minimally, business is conducted and staff is available to assist all callers from 8:30 a.m. to 8:00 p.m. Eastern Time (ET), Monday through Friday, excluding Holidays and from 11:00 a.m. to 5:00 p.m. ET on Saturdays.

3.4.3 ALTERNATIVE LANGUAGES AND FORMATS

The contractor shall provide information to callers in both English and Spanish at all times. For callers requiring communication in another language, the contractor shall provide access to a translation service that accommodates languages spoken by New Jersey residents as needed.

3.4.4 DISASTER RECOVERY PLAN

The contractor shall develop a Disaster Recovery Plan for restoring software, master files and hardware backup if information systems are disabled so that provision of services is not disrupted. The Disaster Recovery Plan shall be documented for approval by the State Contract Manager and tested within four (4) weeks of the Contract Effective Date.

3.5 COUNSELING SERVICES

3.5.1 CATEGORIZATION OF CALLERS

The contractor shall perform an interview with each caller to collect and input caller background information related to demographics and socio-economic status. The contractor shall perform an assessment of each caller to ascertain the caller's Stage of Change and ascertain caller's prior attempts at previous efforts to cease tobacco use.

The contractor shall categorize each caller in one of three levels:

- a) callers seeking information;
- b) callers requiring primary treatment; or
- c) callers requiring secondary or tertiary treatment

The contractor shall ensure that telephone-based counseling and motivation services provided to callers are in accordance with industry-standard, best-practices.

3.5.2 DEVELOP PRINTED TOBACCO CESSATION INFORMATION

The contractor shall develop printed materials on tobacco use cessation education and techniques in English and Spanish languages. The contractor shall also provide all available written materials to callers in alternative formats that adequately address participant needs,

such as having materials available in large print. The contractor shall submit a draft of all printed materials for approval by the State Contract Manager prior to the Contract Effective Date. All printing shall be performed by DHSS. The contractor shall use existing printed materials provided by DHSS until new materials are provided by DHSS. The contractor shall be responsible for maintaining a sixty (60) day supply of newly printed materials. When the supply reaches the specified sixty (60) day level, the contractor shall notify the State Contract Manager to order more.

The contractor shall mail printed tobacco cessation materials to callers upon caller request. Postage, from the State to the contractor and from the contractor to callers requesting printed materials, shall be a pass-through expense as indicated in the Price Schedule with no mark-up.

3.5.3 PRIMARY TREATMENT

Subsequent to the caller's initial telephone contact, the contractor shall perform a minimum of three (3) additional counseling calls providing primary treatment. The contractor shall schedule these follow-up calls to accommodate caller needs and conform to protocols promulgated by AHCPR.

The contractor shall also refer callers to secondary treatment facilities and local anti-tobacco coalition groups and mail the caller any relevant and/or requested printed materials.

3.5.4 ADDITIONAL CALLS

The contractor shall perform additional counseling calls if required for ongoing primary treatment. Prior to performing any additional calls, the contractor shall obtain written approval by the State Contract Manager

3.5.5 SIX (6) MONTH FOLLOW-UP CALLS

The contractor shall perform a follow-up telephone at six (6) months after a caller's initial assessment to ascertain results of counseling efforts and caller's status of Stage of Change.

3.6 COLLABORATION WITH QUITNET

The contractor shall meet to explore possible collaborative and/or cross-over marketing efforts with the State Contract Manager and the Quitnet contractor, upon request of the State Contract Manager.

3.7 COLLABORATION WITH STATE ADVERTISING CONTRACTOR

The contractor shall provide the State Contract Manager, upon request, with information on Quitline use for use in advertising efforts by the State's contractor for advertising efforts related to tobacco cessation programs.

3.8 QUALITY ASSURANCE

The contractor shall establish a quality assurance program to monitor the performance of itself in the accuracy and timeliness of completing required tasks and procedures associated with performing the requirements of this contract. The contractor shall submit its proposed quality assurance to the State Contract Manager for approval.

3.8.1 DATA METRICS

The contractor shall develop, for approval by the State Contract, within two (2) months of the Contract Effective Date, performance measures for the accuracy and timeliness of the tasks including, but not limited to:

- a) number of rings before incoming calls are answered;
- b) length of time in call-holding queues;
- c) number of callers;
- d) number of calls outside hours when counseling is available;
- e) length of calls;
- f) length of time between receipt of phone messages and return call;
- g) geographic distribution of callers;
- h) socioeconomic distribution of callers;
- i) type of referral/counseling provided;
- j) source of initial referral to Quitline;
- k) outcome at six (6) months from initial contact;
- l) updating of counselor manuals and instructions;
- m) ordering of educational materials;
- n) contractor staff training in response to requests and changes in regulations; and
- o) caller satisfaction measurements for:
 - service availability,
 - counseling; and
 - overall rating of the call process.

3.8.2 REPORT OF PERFORMANCE MEASURES

The contractor shall develop a written report of the outcomes of the performance measurements detailing the variables listed in the previous section.

The report shall be consistent with the Minimum Data Set requirements of the North American Quitline Consortium (NAQC) available for review at the following URL:

www.naquitline.org/index.asp?dbid=2&dbsection=research.

The contractor shall provide these reports in an electronic format to the State Contract Manager monthly, quarterly and yearly, within ten (10) business days of the end of each respective reporting period.

3.8.3 DATA SET TRANSFERS

The contractor shall provide the State Contract Manager with a data set of caller information, with data set content and format to be specified by the State Contract Manager, on a quarterly basis or upon request by the State Contract Manager.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

4.2 BID 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 <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **eight (8) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

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/07x38428.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure

Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.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/07x38428.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml> must be completed and submitted with the bid proposal.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 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 New Jersey 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 version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>

4.4.2.2 SMALL BUSINESS 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/07x38428.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/07x38428.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, Economic Growth and Tourism Commission at (609) 292-2146.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to 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 State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>. Refer to section 7.1.2 of this RFP.

4.4.4 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:

4.4.4.1 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.

The bidder should also include the following information:

- a) survey instrument/questionnaires used within CATI systems for tobacco cessation data collection and counseling and follow-up efforts;
- b) published outcome results from its efforts on projects of a similar scope; and
- c) examples of printed tobacco cessation information materials.

4.4.4.2 CONTRACT MANAGEMENT

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

4.4.4.3 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.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period. In preparing the timetable, the following tasks required in this RFP should be considered:

1. The contractor must develop its survey instrument/questionnaire and have it approved by the State Contract Manager and ready for upload into the CATI systems for use on the Contract Effective Date; and
2. The contractor must develop its printed tobacco cessation material and have materials approved by the State Contract Manager prior to the Contract Effective Date.
3. The contractor must develop its follow-up survey instrument/questionnaire for use in the CATI system on follow-up counseling calls and for use in reconciling each caller's status and have it approved by the State Contract Manager prior to the Contract Effective Date.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational following the date of notification of contract award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract following notification of contract award.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

In order to fully implement the contract by the required start date, the successful bidder should submit its plan for recruitment of staff, both staff required during mobilization and implementation, and staff necessary to provide all services required by the RFP.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. during the implementation period and balance of the contract term.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan and/or the balance of the contract term.

4.4.4.5 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.

4.4.5 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.

4.4.5.1 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.

4.4.5.2 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.

4.4.5.3 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.

4.4.5.4 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.

4.4.5.5 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.

4.4.5.6 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.

4.4.5.7 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.

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

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. 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.

4.4.5.8 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.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

- B. Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.**
- C. 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): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. 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.
- F. 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.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

The contractor should provide a budget with job titles and firm fixed hourly rates for each job title that tie into the bid price for each price line.

The bidder should note that estimated quantities are not a guarantee of work volume.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **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/07x38428.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.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

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.

5.7 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 version 05 09 06 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.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings,

analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 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.

5.9 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.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or 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.

5.14 LATE DELIVERY

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

5.15 RETAINAGE

Not applicable to this procurement.

5.16 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) working 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.

5.17 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.

5.18 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.

5.19 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.

5.20 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 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.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.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.

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.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 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.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, 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 version 05 09 06.

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

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 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 \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.23 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of

the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION

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 Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.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.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

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.

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, conforming 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.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

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

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

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. The definition of a business entity 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 section 527 of the Internal Revenue Code 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.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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 the Legislation, (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 or 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 the Legislation; (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 the Legislation; 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 the Legislation.

7.1.1.3 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 the Legislation 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.

7.1.1.4 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.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 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.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38428.shtml>.

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

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

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

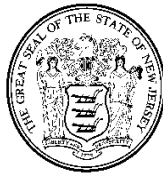
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELow
State Treasurer

To: All Interested Bidders
Date: October 13, 2006

Re: RFP #: 07-X-38428
CONSULTING SERVICES:
TELEPHONE-BASED TOBACCO CESSATION COUNSELING, DHSS
Bid Due Date: **November 3, 2006** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.
Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
CONSULTING SERVICES:
TELEPHONE-BASED TOBACCO CESSATION COUNSELING, DHSS
RFP Number 07-X-38428
Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.		General	Is it a requirement of this contract to subcontract to a small business within the state of New Jersey? If yes, what is the percentage (%) required for the small business-subcontracting portion of this contract?	The State encourages contractor use of subcontractors in accordance with the goals (25%) specified. While bidders are not required to subcontract, set-aside goals are considered as part of the technical evaluation of bid proposals. Bidders may find this information on the Subcontracting Form available for download with this RFP at: https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/SubContracting.pdf .
2.		General	What is the expected annual budget for operations for the New Jersey Tobacco Quitline? Review of T-1901 Notice of Award, lists a one year contract extension in the amount of \$250,000. Is this an approximate amount for the current contract year? If the call volume exceeds the estimated number is it possible to exceed this annual budget?	While the estimated value of the one (1) year contract extension was provided by DHSS based on past experience, the State wants bidders to provide realistic pricing for performing the requirements of this RFP. Payment to the contractor shall be based upon the Fully Loaded Firm Fixed Price per Unit.
3.		General	What is the expected annual marketing budget for the New Jersey Tobacco Quitline?	DHSS estimates that \$1,000,000 will be available, annually, for marketing, public relations and advertising for tobacco cessation efforts from under a separate DHSS contract for the these services.
4.		General	Please provide the projected award date and projected contract start date.	The estimated contract award date is December 1, 2006 and estimated contract effective date (start) date is January 1, 2007.
5.		General	Please provide additional information on the level of integration that currently exists between the State's web-based and phone-based tobacco treatment providers.	At present, there is no integration between the web-based and telephone-based providers.
6.		General	Is pricing for counseling currently broken out by call?	Yes. Pricing information on the existing contract is available at the following website: http://www.state.nj.us/treasury/purchase/noa/contracts/t1901.shtml
7.	20	General	If the contractor has an established Intake protocol but it is in a proprietary database (already uploaded to this system) does this meet this requirement?	Yes, provided the intake protocol meets the requirements of the RFP and meets the requirements of the NAQC minimum data set.

#	Page #	RFP Section Reference	Question	Answer
8.	5	Section 1.1	Our Quitline utilizes a proprietary database through which our Intake staff interviews the callers using a specific intake survey tool that is online. Is this acceptable for this program?	Yes, provided that the proprietary database contains elements required by the RFP.
9.	5	Section 1.1	Do you have a CATI system you want the information downloaded to, or do you require the contractor to have the CATI system?	DHSS does not have a CATI system, the contractor shall possess the CATI system and it shall be responsible for entering data provided by callers.
10.	5	Section 1.2	Please provide volumes for participants you expect will utilize web-only and phone-only services?	This RFP is for telephone-based services only. Estimated volumes of telephone-based counseling efforts have been provided within RFP Section 1.2 and on the Price Schedule.
11.	6	Section 1.2	<p>While page 6 of the RFP states that CTCP estimates that up to 3,600 callers may contact the Quitline each year with 3,000 of the callers registering for counseling. Later on that page you state CTCP's preliminary projections of call volume range from 200 to 900 calls per month.</p> <p>Do you want the cost proposal to be based on estimates closer to the 3,000 callers enrolling in counseling each year?</p>	<p>Since October, 2000, the number of calls has ranged from 200 to 900 calls per month. DHSS estimates an annual volume of 3,600 calls. The contractor should have the ability to respond to this large potential range of calls. For example, a budget increase that would make free Nicotine Replacement Therapy available could drive the number of calls to the high end.</p> <p>Bidders should provide a Fully Load Firm Fixed Price per Unit. A bidder's Fully Loaded Firm Fixed Price per Unit is just that, the estimated quantity provided in the Price Schedule reflects the quantity estimated by DHSS. The estimated quantity is not a guarantee of work volume.</p>
12.	7	Section 1.3.2	<p>Section 1.3.2 of the RFP states "To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to http://ebid.nj.gov/QA.aspx."</p> <p>Could DHSS please clarify whether copies of the RFP need to be sent electronically?</p>	Bid proposals to the RFP shall be submitted in hard copy in accordance with Section 4.2 of the RFP. Copies of bidders' proposals must also be submitted in hard copy in accordance with Section 4.3 of the RFP.
13.	8	Section 1.4.4	Would DHSS provide confidential treatment for financial information submitted under a proposal that is marked as confidential?	Please refer to Section 1.4.4 of the RFP.
14.	11	Section 2.2	For the definition, <i>Secondary Treatment</i> , please clarify the method in which services will be provided by third-party counseling specialists and how the contractor will be expected to support these services?	The contractor shall refer clients that require secondary or tertiary treatment to New Jersey QuitCenters.

#	Page #	RFP Section Reference	Question	Answer
15.	11	Section 2.2	Do you expect tertiary treatment to occur, and if yes, when?	Tertiary treatment is not the responsibility of the contractor. DHSS expects that some clients may require tertiary treatment. The timing of tertiary treatment is predicated upon a host of unknown variables.
16.	12	Section 3.2	What is the average volume of mailings per month or year? While the postage is a direct pass through, the volume is important to determine other fulfillment costs.	DHSS estimates that nearly 90% of clients are mailed information packets. Estimated volumes of activity are provided in the RFP and Price Schedule.
17.	13	Section 3.3.1	Are there paper as well as electronic records? What will be the format of the electronic records? What is the volume of records?	All records will be in an electronic format. The State Contract Manager shall provide the contractor with the file format/layout of the electronic records upon contract award. DHSS expects a volume of 1,000 records that represents those clients who have not completed the full course of counseling from the existing contractor.
18.	13	Section 3.3.1	Will Quitline participants who have not completed their primary treatment by January 1, 2007 be transferred from the existing vendor to the new vendor if the new vendor is not the current vendor?	Yes.
19.	13	Section 3.4.1	Please clarify "provide a capability for its supervisory staff to perform real time monitoring for ten percent (10%) of the daily call volume randomly selected."	A bidder's proposal should reflect its plans to monitor at least 10% of calls to ascertain the quality of service and performance of counselors. The plans should entail how 10% of the calls shall be selected for monitoring by supervisory staff.
20.	13	Section 3.4.1	Requiring the contractor to submit a monthly report to the State Contract Manager that includes the name, data, time and the subject for callers who left voicemail messages appear to be incongruous with our interpretation of HIPAA. Would DHSS be open to an alternate approach for reporting this data?	Bidders should submit plans to meet the requirements of the RFP while ensuring appropriate compliance with HIPAA regulations.
21.	13	Section 3.4.1.1	How does DHSS expect economic status to be measured?	ZIP Code, health insurance status, and educational attainment are variables specified in the NAQC Minimum Data Set. DHSS expects the contractor to use the standard income categories specified by the 2000 United States census.

#	Page #	RFP Section Reference	Question	Answer
22.	13	3.4.1.1	<p>What does DHSS expect to occur in the caller's initial call?</p> <p>Does DHSS have any expectations of the qualifications for the contractor's staff position that takes the call?</p>	<p>The initial call is an assessment of a client's prior efforts to quit smoking, current motivation to quit and the development of a cessation plan to be followed by the counselor. Basic demographic information is also collected during this call.</p> <p>DHSS expects that contractor personnel performing tobacco cessation counseling have a bachelor's degree and be trained in tobacco dependence treatment.</p>
23.	14	Section 3.5.2	<p>The RFP requires the contractor to develop printed materials; however the RFP also states that the contractor shall use existing printed materials provided by DHSS until new materials are provided by DHSS.</p> <p>Please clarify if the New Jersey Quitline will use materials developed by the contractor and that these materials must be printed through the New Jersey DHSS. If the printing is done through DHSS should this cost be excluded from the cost proposal?</p>	<p>The contractor shall be responsible for developing the format, content and layout of printed materials in accordance with Section 3.5.2 of the RFP. The printing of the product delivered by the contractor and approved by the State Contract Manager shall be performed by DHSS. A bidder's cost proposal should not include printing costs.</p>
24.	15	Section 3.5.4	<p>Please explain the process when a client in the Quitline counseling program has already had three (3) additional counseling calls, but calls in to request additional support for quitting and requests an additional counseling call.</p>	<p>The counselor and his/her supervisor will determine if an additional call is required. If so, the contractors shall e-mail justification for approval by the State Contract Manager.</p>
25.	15	Section 3.5.4	<p>The RFP requires the contractor to obtain written approval prior to performing any additional calls. Does DHSS envision this being on a case-by-case basis or can the contractor establish guidelines with the State at the outset of the contract?</p>	<p>The contractor shall obtain approval from DHSS on a case by case basis. The protocol for performing such additional calls shall be determined by the State Contract Manager.</p>
26.	16	Section 3.8.1	<p>What characteristics do you expect will be reported for the item "h) socioeconomic distribution of callers"?</p>	<p>DHSS may require analysis of clients by variables used as proximate measures of socioeconomic status such as ZIP Code, health insurance status, educational attainment and United States Census income categories by geographic areas such as ZIP Codes, municipalities and counties.</p>
27.	23	Section 4.4.6	<p>There appears to be a discrepancy between whether the contractor should be providing pricing on a fixed hourly rate for staff and the pricing per unit requested in the Price Schedule Form. Please confirm that pricing only need to be provided per unit as outlined in the Price Schedule Form?</p>	<p>Bidders must provide the Fully Loaded Firm Fixed per Unit for each Bid Item along with yearly totals. The request for firm fixed hourly rates, by job title, that tie into the bid price for each price line (Bid Item) should be provided by bidders as part of the budget for use in evaluation.</p>

#	Page #	RFP Section Reference	Question	Answer
28.	24	Section 5.2	Will pricing be subject to negotiation upon renewal of the contract?	Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract in accordance with Section 5.2 of the RFP.
29.	24	Section 5.2	Will the term of the contract for Web-based tobacco cessation services (QuitNet) be in effect for the full tenure of the phone-based tobacco cessation counseling contract or will it be re-bid during this time?	New Jersey's web-based tobacco cessation program will be in effect during the term of the contract resulting from this RFP.
30.	16	Section 5.8	<p>This bidder would be providing and using a significant amount of intellectual property previously developed, in providing services required by the RFP. The intellectual property includes Quit Guides developed by the bidder that would be provided to clients of the tobacco cessation program, scripting and methods invented and created by bidder for use by bidder's Quit coaches and formats and forms of the bidder that will be used to provide DHSS data. These are all defined as "Background IP" in this section. The second paragraph of this section, states that "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."</p> <p>Is it the State's interpretation of this section that the contract would permit the State to use the bidder's background IP after the term of the contract, for example with another vendor providing similar tobacco cessation services to the State? Or, alternatively, is it the State's interpretation that such royalty free license to bidder's background IP would be limited to when bidder is providing tobacco cessation services under contract with the State?</p> <p>If the State interprets this provision as allowing it to use bidder's background IP if the State provided such services itself or if the State used another vendor other than Bidder to provide such services, how would the State contemplate using such bidder's background IP and how would it protect such background IP?</p>	<p>Background IP that a contractor brings to a project remains the property of the contractor. The State requires that it own the rights to everything developed for the State in the performance of this contract. Licenses to Background IP will be the State's for the State's use. The State will keep Background IP and use it accordingly with license terms.</p> <p>The State cannot say prospectively how Background IP may be used by the State. The State shall not assign, sell or transfer licenses, or allow a third party to use Background IP without the vendor's written consent.</p>
31.	32	Section 6.3.1	Please provide an outline of the evaluation process and how technical and pricing scores will be evaluated.	An overview of the evaluation process and evaluation criteria is provided in Section 6.0 of the RFP.

#	Page #	RFP Section Reference	Question	Answer
32.	33	Section 6.4	Will the bidder's proposal take precedence during the contracting period or can the terms and conditions of the contract be negotiated upon its award?	All terms and conditions for this contract shall be determined prior to contract award.
33.		Pricing Form Appendix	Differences in services exist between the pricing sheet provided and what the contractor offers. Would the contractor be deemed non-responsive if it were to modify the pricing sheet to reflect these differences?	Yes.
34.		Pricing Form Appendix	It appears that the evaluation call will be conducted on all callers who receive Quitline services. Is it expected that the evaluation call would be conducted using a census or with a random sample of Quitline callers?	The contractor shall perform a 6-month follow-up call for all clients who receive counseling. The satisfaction survey can be part of this effort.
35.		The State of New Jersey Standard Terms and Conditions 4-5	The State of New Jersey Standard Terms and Conditions document, Section 3.11 Subcontracting or Assignment and Section 3.12 Mergers, Acquisitions, appear to be in conflict. Section 3.11 states that the contract may not be assigned without prior consent of the Director. Section 3.12 requires that certain documents be submitted to the Director within 30 days following a merger or acquisition of Bidder, including ratification by the acquiring entity that it accepts the original contract, its terms, conditions and prices. Is it the State's interpretation of these two sections that no assignment can be made without the State's consent, other than by operation of law, as in the case of a merger or acquisition, and that the submittal of documents and ratification as set forth in Section 3.12 is sufficient without notice of the merger or acquisition prior to its closing?	No assignment can be made without the Director's approval. If a new legal entity is to perform the contract, then the vendor must submit all required documents under Section 3.12 and obtain the Director's consent and approval. If the vendor's legal identity remains the same through acquisition or merger, then the vendor must only satisfy the requirements of Section 3.12.

PART 2
CONSULTING SERVICES:
TELEPHONE-BASED TOBACCO CESSATION COUNSELING, DHSS
RFP Number 07-X-38428

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.			Not Applicable