



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

September 12, 2003

TO: All Potential Bidders

RE: RFP #: 04-X-36179
Early Intervention System, NJDHSS

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
10/07/2003	9:30 AM	Mandatory Pre-Bid Conference (Refer to RFP Section 1.3.2 for more information)
11/06/2003	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.4 for more information)

Be advised that all addenda related to this procurement will be issued on the Purchase Bureau Web Site. Refer to [RFP Section 1.4.1](#) for additional information.

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Steven Palmieri

Steven Palmieri
Procurement Specialist

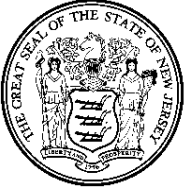
E-Mail Address: Steve.Palmieri@Treas.State.NJ.US
Phone: 609-984-6241
Fax: 609-292-5170

ATTENTION VENDORS

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm/bidders> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If you're already on the Purchase Bureau bid list file and need to change your information, i.e. address change, etc., send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven -digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

	STATE OF NEW JERSEY REQUEST FOR PROPOSAL	BID NUMBER: <u>04-X-36179</u>
	FOR: Early Intervention System, NJDHSS	TERM CONTRACT #: T-2211 REQUESTING AGENCY: New Jersey Department Health and Senior Services
	ESTIMATED AMOUNT: N/A CONTRACT EFFECTIVE DATE: N/A CONTRACT EXPIRATION DATE: N/A COOPERATIVE PURCHASING: No SET ASIDE: NONE	<u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u> STEVEN PALMIERI PHONE NUMBER: 609-984-6241 FAX NUMBER 609-292-5170 E-MAIL ADDRESS: Steve.Palmieri@Treas.State.NJ.US

TO BE COMPLETED BY BIDDER:

Address: _____

Firm Name: _____

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF **2 PM** ON **NOVEMBER 6, 2003** AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.**
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ **0** OR **N/A**%.
CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____
CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
PRE-BID CONFERENCE See [RFP SECTION 1.3.2](#).
SITE INSPECTION: **None**

ADDITIONAL REQUIREMENTS

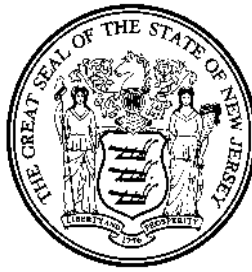
- 9) PERFORMANCE SECURITY: **15 %**
- 10) PAYMENT RETENTION **0 %**
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) _____ %, _____ DAYS: NET _____ DAYS.
- 18) BIDDER PHONE NO: _____
- 19) BIDDER FAX NO. _____
- 20) BIDDER E-MAIL ADDRESS. _____
- 21) BIDDER FEDERAL ID NO. _____
- 22) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



Bid Number: 04-X-36179

**REQUEST FOR PROPOSAL FOR:
EARLY INTERVENTION SYSTEM, NJDHSS**

Date Issued: September 12, 2003

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
New Jersey Department Health and Senior Services
Division of Family Health Services
Capital Center Building 5
PO Box 364
Trenton, NJ 08625-0364

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Health and Senior Services, Division of Family Health Services.

The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor to establish, staff and operate a centralized finance office (CFO) to administer, manage and operate a Statewide billing and collection system for Part C Early Intervention Service (including a service provider enrollment function). The project will involve providing and/or modifying existing software to operate a CFO and provide the electronic transfer of data from the current data system to the new data system (see [RFP Section 1.2](#) (Background) and [Section 3.0](#) (Scope of Work) for detailed information involving the software.

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

The expected products are described in [RFP Section 3.0](#) (Scope of Work).

1.2 BACKGROUND

The Department of Health and Senior Services (DHSS) is the lead administrative agency for Part C of the Individuals with Disabilities Education Act (IDEA). The program is administered in the Division of Family Health Services (DFHS), within New Jersey DHSS. The Early Intervention System (EIS) is an interagency system of Part C early intervention services for infants and toddlers with disabilities, developmental delays, or significant risk of delays, and their families. DHSS-EIS is committed to a family-centered, community-based system of Part C early intervention services for eligible infants and toddlers and their families. On December 1, 2002, federal child count reported that there were a total of 14,000 children receiving services and support through the EIS during the previous State fiscal year. There are a minimum of 16 Part C early intervention services that the State must have available, as needed, for eligible children and their families. Services for which an individual child and family may be eligible are determined by a multi disciplinary team through a process that results in a guidance document known as the Individualized Family Service Plan (IFSP). Part C early intervention services provided through DHSS-EIS are supported by federal, State and private funds. Multiple funding sources may support the implementation of the IFSP.

Part C Early Intervention (EI) services are currently provided through a contractual arrangement with 21 County Special Child Health Services Case Management Units (SCHS-CMU) and 44 designated Early Intervention Program (EIP) provider organizations that together represent the current EI service delivery system. These 65 organizations have approximately 550-600 full-time equivalent positions provided by full and part time practitioners (either employed or contracted) serving children and families in the New Jersey System. The SCHS-CMU currently serves as the entry point into the New Jersey EIS and the EIP's provide direct early intervention service identified on the IFSP. Additional information is available at the NJDHSS web site at <http://www.state.nj.us/health/fhs/eiphome.htm>.

DHSS-EIS is implementing a number of changes to the infrastructure and operating procedures for the EIS. Effective July 1, 2003 the provider system began moving from the current designated grant system to a vendor based system of service delivery that will allow additional organizations meeting the Part C early intervention credential requirements to participate within the Part C early intervention system.

The SCHS-CMU will be responsible for facilitating the eligibility and enrollment process for each referred child and family and will support the completion of an IFSP for each eligible child and family. The Regional Early Intervention Collaborators (REIC) will enter the IFSP data and electronically transfer the data to the contractor.

The software necessary to operate a central finance office may be provided by the State of New Jersey through a license agreement with the State of Indiana (copy of this license is attached as Appendix 3). The contractor may use other software with equivalent or better features and functionality, subject to prior approval of such software by the Director and execution of appropriate licenses. Should the contractor choose to use the Indiana software, it shall be subject to the terms and conditions in the license agreement. The contractor shall be responsible for modifying and configuring the software to meet the State's business requirements. Should the contractor choose to use software other than the Indiana software, it shall provide such software upon the same or better terms than those set forth in the license agreement.

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Steven Palmieri
State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E-Mail: Steve.Palmieri@Treas.State.NJ.US
Fax Number: 609-292-5170
Phone Number: 609-984-6241

Please Note: E-mail is the preferred method for the submittal of questions.

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 QUESTION PROTOCOL

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.2 MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

Date:	OCTOBER 7, 2003
Time:	9:30 AM
Location:	Purchase Bureau Bid Opening Room, 9th Floor 33 West State Street Trenton, NJ 08620-0230 Directions to the Pre-bid Conference can be found at the following website: http://www.state.nj.us/treasury/purchase/faqdirs.htm

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized as a written addendum to the RFP. Answers to deferred questions at the bidders conference will also be formalized as a written addendum to this RFP. See [RFP Section 1.4.1](#) for procedure to obtain addenda.

1.3.2.1 SOFTWARE DEMONSTRATION

The mandatory Pre-Bid Conference will include a demonstration of Indiana's software. Bidders must raise any questions or concerns regarding the software and the terms of the software license prior to or at the conference.

1.3.3 DOCUMENT REVIEW ROOM

The State has established a Document Review Room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The Document Review Room has been established to allow bidders access to information that may be needed to prepare and submit accurate and comprehensive bid proposals. Such review, while recommended, is not mandatory.

The document review room is located at the following address:

**Department of Health and Senior Services
Division of Family Health Services
50 East State Street, 6th Floor
Trenton, NJ 08625-0364**

The room will be accessible by appointment. Please e-mail Andrea Mahon at andrea.mahon@doh.state.nj.us or call at 609-777-4524 to arrange for a specific review time.

The bookroom will contain the following information:

- New Jersey Federal Part C State Plan under the Individuals with Disabilities Education Act.
- Federal Register 34 CFR Part 303.
- P.L. 1993, Chapter 309.
- Family Education Rights and Privacy Act (FERPA).
- Data Collection for Part C of the Individuals with Disabilities Act.
- Data Collection for New Jersey Early Intervention System.
- Early Intervention Medicaid Initiative (EIMI) Provider Handbook.
- State of New Jersey Early Intervention System – A study to Compute Cost Based Rates Report.
- Annual Performance Report for Part C of the Individuals with Disabilities Education Act.
- HIPPA Regulations.
- Initial Uniform Application Act.

NOTE: Bidders are prohibited from removing any materials from the document review room. Neither the Purchase Bureau nor the NJDHSS will provide for the photocopying of any materials contained in the bookroom. However, bidders are permitted to bring photocopy equipment for the purpose of copying materials.

IMPORTANT NOTE:

No questions or inquiries regarding the substance of the RFP will be accepted or answered during the bookroom review. All questions must be submitted in accordance with [RFP Section 1.3.1](#).

1.3.4 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 right place will be rejected. The date, time and location are:**

<u>DATE:</u>	NOVEMBER 6, 2003
<u>TIME:</u>	2:00 PM
<u>LOCATION:</u>	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/fagdirs.htm

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

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

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

Bidders are solely responsible to be knowledgeable of all addenda related to this procurement.

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in [Section 1.3.1](#) is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

2.0 **DEFINITIONS**

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

2.1 **STANDARD DEFINITIONS**

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property

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

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.

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

2.2 **CONTRACT SPECIFIC DEFINITIONS**

Agency - The Division of Family Health Services within the NJDHSS

All Inclusive Hourly Rate - This rate shall be defined as all direct 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, reproduction and any other costs. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in the rate. It shall include normal work breaks but not include meals. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

CFO - Central Finance Office.

DHSS - Department of Health and Senior Services.

EI - Early Intervention.

EIP - Early Intervention Program.

EIS - Early Intervention System.

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.

IDEA - Individuals with Disabilities Education Act.

IFSP - Individualized Family Service Plan.

Indiana License - The license agreement entered into between the State of New Jersey and the State of Indiana regarding software necessary to operate central finance system. Copy of the license agreement is attached (see Appendix 3).

NJDHSS - New Jersey Department of Health and Senior Services

NJEIS - New Jersey Early Intervention System

REIC - Regional Early Intervention Collaboratives

SCHS-CMU - Special Child Health Services - Case Management Units

Working Day - Monday through Friday excluding official State holidays.

3.0 SCOPE OF WORK

The major tasks for this contract involve the following:

- A. Obtain an administrator for the Statewide reimbursement system to Part C early intervention service providers including the provider enrollment functions;
- B. Obtain an account with an independent financial institution with a local office in New Jersey;
- C. Provide software for operating a Central Finance Office (CFO);
- D. Provide the electronic transfer of data from the current data system to the new system; and
- E. Provide software for managing NJ EIS web based provider service matrix. The software necessary to operate a central finance system and a web based provider service matrix will be provided by the State of New Jersey through a license agreement with the State of Indiana or the contractor may use equivalent or better software approved by the Director. The State of Indiana web page can be viewed at www.eikids.com. The contractor shall have all necessary personnel and other supports, including computer hardware necessary to support the efforts outlined in this RFP unless clearly stated that it is the responsibility of someone else. The Agency will provide the hardware necessary to the Special Child Health Services - Case Management Units (SCHS-CMUs) and the Regional Early Intervention Collaboratives (REICs).

3.1 TASK 1 - SYSTEM IMPLEMENTATION PERIOD - SOFTWARE / APPLICATION PROGRAMMING & TESTING

The State of Indiana developed software necessary to function as a Central Reimbursement Office and is making that software available to the State of New Jersey through an Early Intervention Community Source License Agreement that may be utilized by the contractor. The contractor shall be subject to terms of the license agreement, which is attached hereto and made a part hereof (see [Appendix 3](#)). If the contractor chooses to use its own software, the terms of such software license must be at least as favorable to the State as the Indiana Software license agreement. The contractor may use equivalent or better software approved by the Director.

The Agency will be responsible for loading software on SCHS-CMUs, REICs, and provider computers. The contractor shall maintain and load all versions of the software on the server.

Software, documentation or other modifications may include, but are not limited to:

A. List Table Changes

List Table Changes shall be completed. The data will be provided by the Agency. The contractor shall update the tables in the Indiana or other software. Tables include the following:

- | | | |
|--------------------------|-------------------------------|-----------------------|
| • Schools | • Counties | • Claim Denial Reason |
| • Service Place | • EI Local | • Screen Results |
| • Primary Location | • Eligibility Type | • Language |
| • Physician Types | • Specialty Code | • Wage |
| • Referral Sources | • Procedure Special Type Ref, | • Gender |
| • Screening Immunization | • Service Types | • Auth Frequency |
| • Types | • Term Codes | • Best Time |
| • Service Duration | • Race | • Claim Adjust Reason |
| • Service Setting | • Ethnicity | |
| • Family Relation | • Phone Location | |

B. Enrollments Table

The Indiana or other software shall be modified to include an enrollments table that links the more static demographic information for a child to that information that is associated with each time a child enters the system. The enrollments table shall then be related to EIDates, EIAuthHeader and Diagnosis. The Family and Insurance tables shall continue to be related directly to the child table.

C. Authorization Crossover

The value of authorizations will cross fiscal years (July 1 - June 30) and will require that financial projections consider this crossover when examining fund obligations. Provider billings dated for the current fiscal year shall

be paid from the monies designated for that fiscal year. This feature does not exist in the current version of the Indiana software.

D. NJDHSS Standards

The office system, databases and productivity software must be upgraded to NJDHSS operating environment listed in Table 1 below. The contractor may use the Indiana Software provided by the State through a license agreement with the State of Indiana which is equivalent to NJDHSS operating environment.

Table 1	
Office System Set-Up	Current NJ DHSS Software
Desktop OS	Microsoft 2000 Professional
Desktop Databases	Microsoft Access 2002
Server Databases	Microsoft SQL Server 2000/2002
Desktop Productivity	Microsoft Office XP
Communication Access	T1, DSL, Cable Modem, Dial Up

Estimated file size is 500 MB – 3 GB, based on 14,000 records a year with a 15 to 20% increase each year.

Test activity shall be included to verify that all parameters have been defined correctly. The test activity include a combined effort between the CFO (contractor) and the Agency with the results of claims and reports reviewed by all. When these tests are satisfactorily completed, the system will be ready to go into production.

The system implementation period shall be no more than forty (40) working days.

E. Disaster Recovery Plan

The contractor shall develop a Disaster Recovery Plan subject to the approval of the Agency. Operations shall be fully restored within twenty-four (24) hours of an emergency event that caused disruption in service. The Disaster Recovery Plan must be documented and tested before the system operational date. The State reserves the right to review and approve any plan and inspect any facilities associated with disaster recovery.

3.1.1 TASK 1 DELIVERABLES & PAYMENT

A. Deliverables

Written certification from the contractor to the State Contract Manager that the system is operational and Disaster Recovery Plan documentation and testing results.

B. Payment

Upon State acceptance of system implementation, the contractor shall be paid a one (1) time firm fixed price for system implementation (See Attachment 4, Price Schedule 1).

3.2 TASK 2 - SOFTWARE UPDATES / REVISION

The contractor shall update/revise software to meet regulatory changes required by applicable federal and State laws, HIPAA/AS and P.L. 1999, c. 154 – The Health Information Technology Act (HINT) Requirements. Software enhancements are additional components, reports, or functions that may need to be added to the original software. The State shall be responsible for providing the software enhancements and the contractor shall be responsible for incorporating the enhancements into the existing system.

3.2.1 TASK 2 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.3 TASK 3 - USER MANUALS & SYSTEM GENERATED DOCUMENTS

The user manuals and all system-generated documents are subject to review and approval of the Agency before implementation of such documents.

A. User Manuals

The user manuals must be complete and easy to read. The manuals must be in an accessible format for posting to the NJEIS web site. The user manuals must be provided on-line. The contractor shall periodically update the user manuals as necessary.

B. System Generated Documents

All system-generated documents are subject to review and approval of the Agency before implementation of such documents. System generated documents include but are not limited to manuals, reports, authorization forms, claim forms, billing notices, delinquent payment notices, enrollment applications etc.

3.3.1 TASK 3 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.4 TASK 4 - TRAINING

The training curriculum shall be reviewed and approved by the Agency before implementation.

The training curriculum must be designed and conducted to provide complete familiarization in applicable system operations and functions for selected users. The contractor shall also provide all necessary training of its own staff.

The contractor shall conduct two (2) training sessions in each of the four (4) REIC's in the first year of the contract ([Appendix 5](#) contains the addresses of the REIC's). The State shall supply the room and computer terminals. The contractor shall be responsible for training manuals and any other training materials for each individual trained. The State estimates up to six (6) trainees per training session. The State estimates two (2) training sessions may be needed in each of the subsequent years of the term contract.

3.4.1 TASK 4 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

The contractor shall be paid a firm fixed price per completed training session (see Attachment 3, Price Schedule 4).

3.5 TASK 5 - MANDATORY ONSITE VISITS

During the first year of the contract, the contractor must meet with the NJDHSS for onsite visits in the Trenton area on a quarterly basis. Subsequent to the first year of the contract, the contractor must meet with the NJDHSS for onsite visits in the Trenton area two (2) times per contract year.

Additionally, the contractor shall have monthly telephone conferences with the NJDHSS.

3.5.1 TASK 5 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.6 TASK 6 - MANAGEMENT AND OPERATION OF CFO & MANAGEMENT OF ELECTRONIC INTERFACE

A. GENERAL REQUIREMENTS

The contractor shall manage and operate a central finance office and manage the electronic interface with the local regional administrative units in accordance with HIPAA/AS and P.L. 1999,c. 154-The Health Information Technology Act (HINT) Requirements.

Twenty-one (21) Special Child Health Services Case Management Units will, via letter of agreement through the State of New Jersey Early Intervention System, serve as the single point of entry for all children referred to the NJEIS.

The SCHS-CMU will be responsible for the Child Data System by facilitating the eligibility and enrollment process and ongoing enrollment updates to child/family information for each referred child and family, and will support the completion of the initial IFSP for each eligible child and family. Additional information specific to the child such as legal parent or guardian, diagnostic evaluation, income information and some medical information is also part of this component.

The service coordinator within each Case Management Unit will work with the family to schedule a multidisciplinary evaluation of the child's developmental levels and needs. Primary referral sources include; hospitals, physicians, parents, child care programs, local educational agencies, public health facilities, other social service agencies and other health care providers.

IFSP information shall be submitted, by service coordinators, to the four (4) Regional Early Intervention Collaboratives(REIC) for data entry into the system. The REIC is the only entity responsible for day-to-day maintenance of the child's IFSP electronic record. The REIC will be responsible to electronically transfer the data to move from the regional level to a single statewide database that will be operated and maintained by the contractor used to interface with all Central Finance Systems.

Only the REIC will have the right to change and enter data in the system for all counties in their specified region. The SCHS-CMU will be limited to entering initial and ongoing enrollment data and have read only rights to the IFSP for the families/children in the county in which they are based. Early Intervention Providers will have the right to read only data of the children who are receiving services.

The initial number of individual child records processed annually will be approximately 14,000, with an estimated projected 15 to 20% increase each year. This represents the number of children served in any one-year as well as the number of children who are referred but not identified as eligible. Those numbers are expected to increase as NJEIS identifies additional eligible children.

Children may re-enter the system after a period of participation or may move from one location in the State to another. The data system accounts for this potential duplication of the child's information within the system by

allowing the child information to be re-entered and marked as a duplicate. Initial and ongoing diagnostic evaluations, resulting in continuation or termination of eligibility, are tracked by the system. This capacity will help to reduce delays that are frequently encountered during transition, and will be used to identify specific activities and costs related to enrollment separately from IFSP service delivery.

The SCHS-CMUs and REICs shall be required to have:

- a) Computer hardware provided by the Agency meeting the specifications that will be provided by the contractor for running the software system.
- b) Modem/dial-up or other Internet access capabilities (provided by the Agency)

B. OTHER CONTRACTOR REQUIREMENTS

The contractor will receive electronic data transmissions from each REIC on a daily basis. The contractor must have the necessary hardware in place to receive this data via toll-free lines, dial-up or a secure Internet option. The contractor shall track dial-up activity/uploading activity from the REIC and shall report to the Agency if an REIC has not communicated electronic data to the contractor for more than five (5) working days. **The contractor is responsible for consolidating the data from all REICs into a single, internally consistent statewide database, making that data available electronically to the Agency at least weekly.** The communications software necessary for moving data from the local and regional level to the single statewide database must be provided by the contractor.

C. AUTHORIZATION OF SERVICES

Some services may be authorized by the SCHS-CMU prior to the development of the IFSP. Currently, these are assessments for IFSP planning and teaming services. The IFSP is the authorizing document for IFSP Part C early intervention services. Selected data from the IFSP are electronically transmitted to the CFO (contractor), providing identifying information for the child and family service needs. The CFO (contractor) generates an authorization to initiate services, which will be sent to the SCHS-CMUs, REICs and the provider so that they may initiate services.

Type of service, method, location, duration, number of occurrences and diagnosis are tracked and the dollar amount authorized shall be calculated. The data system limits access to authorizations for early intervention services identified on an eligible child's IFSP to enrolled providers only. Authorizations for evaluation and assessment and teaming services are managed in a similar manner, although these are not linked with an IFSP.

The value of authorizations is computed using an established sliding fee scale. The maximum dollar value of the authorization shall not be printed on the authorization document itself. Providers shall be paid no more than the maximum rate established.

The contractor is responsible for printing and mailing or electronically transferring authorizations to the SCHS-CMUs, REICs, and rendering service providers of Part C early intervention services and families within two (2) working days of receipt from the REIC. Electronic transfer cannot be the only option for providing authorizations to service providers.

The contractor will receive claims and authorization from the rendering service provider who will prepare an electronic file in a format specified by the Indiana software or equivalent or better software to the contractor for use in payment within thirty (30) calendar days of receipt from the rendering service provider. The CFO (contractor) shall provide monthly Explanation of Benefits (EOBs) to families via mail and shall provide telephone support/coverage for providers inquiring about authorizations and payments.

D. ELIGIBILITY REQUIREMENTS

The contractor shall provide eligibility verification in Compliance with HIPAA/AS and P.L. 1999, c. 154-The Health Information Technology Act (HINT) Requirements.

The CFO (contractor) shall prepare and submit a file with child ID, child name, child SSN, child Medicaid number and the month and year of service for the Agency to use in verifying eligibility for a variety of government programs. This file shall be submitted to the Agency monthly and shall be used to update and/or correct relevant eligibility numbers in the database. The contractor shall complete the updates.

3.6.1 TASK 6 DELIVERABLES & PAYMENT

A. Deliverables

- Weekly electronic report consolidating the data from each REIC per RFP Section 3.6.B.
- Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report and weekly electronic report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.7 TASK 7 - MANAGE AND OPERATE A CFO / OPERATION OF A CLAIMS PAYMENT SYSTEM

The contractor shall manage and operate a Central Finance Office/Operation of a Claims Payment System in Compliance with HIPAA/AS and P.L. 1999, c. 154-The Health Information Technology Act (HINT) Requirements.

The contractor shall establish an account with an independent financial institution. This institution must have a local office in New Jersey. The account is funded by State and Federal funds deposited by the New Jersey Department of the Treasury. All claims will be paid from this revolving fund. **The contractor shall notify the State by the 15th of each month of the dollar value of checks, which the independent financial institution posted to the account at the close of business the previous day (for the previous 30 day period).**

The contractor shall be responsible for the claims payment process as described below. Selected data from the IFSP will be electronically transmitted to the contractor, providing identifying information for the child and family, service needs and funding information. The contractor shall generate an authorization or electronic approval to initiate services, which will be sent to the provider so that such provider may initiate services. The SCHS-CMU personnel shall enter the information necessary to generate an authorization. Authorizations shall be mailed or electronically transferred from the contractor to providers within two (2) working days after receipt from the REIC. That authorization may serve as the paper or electronic billing form back to the contractor. The system must also generate user-defined letters on all claims in a pending status where additional information is required. The Indiana software is designed to pay claims submitted within sixty (60) calendar days of the date of service. Claims are validated against an existing authorization and are checked for duplicate claim submission. The contractor shall draw down funds from the independent financial institution contracted by the contractor to pay agencies for services provided and billed and prepayments. The contractor will make advance payments not to exceed more than two (2) months of anticipated services based on history with the existing providers. The contractor shall be responsible to reconcile provider accounts on positive and negative advance payment balances at least every six (6) months. It is the responsibility of the rendering service provider to make copies of the authorization form if the provider elects to use the authorization for billing purposes.

The rendering service providers will submit information (claims) to the contractor either electronically using a specified file layout on the authorization form mailed to the provider or on a HCFA 1500 form that can be mailed or sent electronically. Claims processing by the contractor must be completed and forwarded to the Agency within seven (7) calendar days of receipt except in cases where additional information is needed. If additional information is needed, claims processing by the contractor must be completed and forwarded to the Agency within fourteen (14) calendar days of receipt. Claims payment software will be provided to the contractor by the State through a license agreement with the State of Indiana, or the contractor may use equivalent or better software approved by the Director that must include Remittance Advice (RA), Facility to Pay, Deny or Rend. Providers will receive payment from the CFO (contractor) within thirty (30) calendar days of receipt from the service provider.

The contractor must electronically provide detailed claims information to the Agency at least weekly. The minimum data requirements shall include the following:

- Date of Service.
- Child ID.
- Provider ID.
- Service Code.
- Authorization Number.

- Line Item Reference.
- Location of Service Units (if applicable).
- Minutes of Service.
- Amount Billed.
- Amount Paid.

The CFO (contractor) shall implement internal controls, policies, and procedures designed to prevent, detect, review, and report potential fraud and abuse activities by providers and subcontractors. The CFO (contractor) shall identify improper payments, improper billing of services, accuracy and reliability of financial information. The CFO (contractor) is liable for payment of any Part C early intervention service and/or any audit exception for which the rendering provider was not entitled to such payment.

Once the CFO (contractor) becomes aware of possible fraud, the CFO (contractor) must report all relevant information to the Agency orally and in writing within twenty-four (24) hours of its discovery for discussion and implementation of appropriate actions. Thereafter, the CFO (contractor) and its subcontractors (including its financial institution) shall cooperate fully in any reviews or investigations and in any resulting subsequent legal action.

Funding sources that will be used to make payments to the provider include family payments by check or credit card and Medicaid. Also, State and Federal Fund Appropriation are available as resources for Part C Early Intervention Services. Funding sources will be phased in beginning with State and federal funds.

3.7.1 TASK 7 DELIVERABLES & PAYMENT

A. Deliverables

- Electronic notification by the 15th of each month of the dollar value of checks posted to the account at the close of the business the previous day (for the previous 30 day period).
- Weekly electronic reports detailing claims information per RFP Section 3.7.
- Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report and weekly electronic reports, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.8 TASK 8 - MANAGE AND OPERATE A CFO / FUND RECOVERY ACTIVITIES

The State shall have the option to use a third party contractor to perform private fund recovery activities. Therefore, this task is broken down into 2 separate subtasks (Subtasks 8A & 8B). At any one time, the contractor shall perform either subtask 8A or 8B.

A. Task 8A - Fund Recovery Activities Using the State's Third Party Contractor

The CFO (contractor) shall prepare all data necessary for fund recovery activities.

The minimum data requirements shall include the following:

- Date of Service.
- Child ID.
- Provider ID.
- Service Code.
- Authorization Number.
- Line Item Reference.
- Location of Service Units (if applicable).
- Minutes of Service.
- Amount Billed.
- Amount Paid.

The CFO (contractor) shall electronically transmit all data to the State's third party contractor.

B. Task 8B - Full Service Fund Recovery Activities

The contractor shall manage and operate a Central Finance Office/Fund Recovery Activities in Compliance with HIPAA/AS and P.L. 1999, c. 154 - The Health Information Technology Act (HINT) Requirements.

The CFO (contractor) shall prepare the information necessary for fund recovery activities. The CFO (contractor) shall bill and collect funds from families, private insurance companies, appropriate State agency and/or other payment sources. The CFO shall provide information to a third party contractor for Medicaid billing and collection as stated in [RFP Section 3.9](#) Task 9 Medicaid Billing Requirements and Fund Recovery.

If other interfaces are required for fund recovery, it will be the responsibility of the contractor to develop the design and programming requirements. Additional sources will be phased in over the next one to two years as on-going identification of resources continues. The purpose of this comprehensive system will be established to maximize all State and federal resources. **All data shall be made available to the DHSS-EIS weekly.**

The CFO (contractor) must generate delinquent payment notices to the families and insurance companies, if required, if payment has not been received within thirty calendar (30) days of billing. If payment is not received after another thirty (30) calendar days, a second notice of non-payment shall be mailed stating that if payment is not received in thirty (30) calendar days, services will be terminated. If payment is not received after thirty (30) calendar days of the second notice, a final notice shall be sent asking for payment in fourteen (14) calendar days of receipt of letter or services shall be terminated. After transmittal of this final notice, the CFO (contractor) shall contact SCHS-CMUs, REICs and the Agency for further action. The Agency will take final action after receipt of all relevant documentation from the contractor.

The CFO (contractor) shall not receive any compensation for funds recovered because of erroneous payments made by the CFO (contractor). The CFO (contractor) must document all time spent on fund recovery and recovery of erroneous payments made by the CFO (contractor).

3.8.1 TASK 8 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Task 8A - Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly Firm Fixed Price for Task 8 (See Attachment 4, Price Schedule 4A).

Task 8B - The contractor shall retain the percentage of total funds recovered (See Attachment 4, Price Schedule 4B).

3.9 TASK 9 MEDICAID BILLING REQUIREMENTS & FUND RECOVERY

The State shall have the option to use a third party contractor to perform Medicaid fund recovery activities. Therefore, this task is broken down into two (2) separate subtasks (Subtasks 9A & 9B). At any one time, the contractor shall perform either subtask 9A or 9B.

A. Task 9A - Fund Recovery Activities Using the State's Third Party Contractor

The CFO (contractor) must provide the State's third party contractor, with child information needed to verify Medicaid eligibility and process claiming within two (2) working days after receipt of data from the REIC.

The minimum data requirements shall include the following:

- Date of Service.
- Child ID.

- Provider ID.
- Service Code.
- Authorization Number.
- Line Item Reference.
- Location of Service Units (if applicable).
- Minutes of Service.
- Amount Billed.
- Amount Paid.

All paper claims for Medicaid billing will be submitted by the third party contractor to Unisys using the National Standard Format (NSF) 1500 version 3.1. Electronic billing will be submitted to NJ Medicaid using the HIPAA compliant 837 format. The details of the file formats may be obtained through the CMS web site: <http://cms.hhs.gov/> and the New Jersey Medicaid HIPAA Companion Guide available at the New Jersey Medicaid web site: <http://www.njmmis.com/>.

The current Indiana software uses a crosswalk system to transform the codes billed by providers to appropriate Medicaid billing codes. Each delivered service record is cross-walked to an appropriate code, and then billed in the specified Medicaid format. In New Jersey, codes billed by the rendering service providers will be collapsed from approximately 100 codes to 5-7 Medicaid billing codes. Each Medicaid billing code will have a specified billing charge that is different than that amount paid to the rendering service provider. The Medicaid fee represents total cost of providing Early Intervention Services. All information provided must translate into NJ Medicaid HIPAA compliant format. The HIPAA Companion Guide for transactions is available on the NJMMIS website <http://www.njmmis.com/>.

B. Task 9B - Full Service Fund Recovery Activities

The CFO (contractor) must verify Medicaid eligibility and process claiming within two (2) working days after receipt of data from the REIC. All paper claims for Medicaid billing will be submitted to Unisys using the National Standard Format (NSF) 1500 version 3.1. Electronic billing will be submitted to NJ Medicaid using the HIPAA compliant 837 format. The details of the file formats may be obtained through the CMS web site: <http://cms.hhs.gov/> and the New Jersey Medicaid HIPAA Companion Guide available at the New Jersey Medicaid web site: <http://www.njmmis.com/>.

The current Indiana software uses a crosswalk system to transform the codes billed by providers to appropriate Medicaid billing codes. Each delivered service record is cross-walked to an appropriate code, and then billed in the specified Medicaid format. In New Jersey, codes billed by the rendering service providers will be collapsed from approximately 100 codes to 5-7 Medicaid billing codes. Each Medicaid billing code will have a specified billing charge that is different than that amount paid to the rendering service provider. The Medicaid fee represents total cost of providing Early Intervention Services. All information provided must translate into NJ Medicaid HIPAA compliant format. The HIPAA Companion Guide for transactions is available on the NJMMIS website <http://www.njmmis.com/>.

3.9.1 TASK 9 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Task 9A - Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly Firm Fixed Price for Task 9 (See Attachment 4, Price Schedule 5A).

Task 9B - The contractor shall retain the percentage of total funds recovered (See Attachment 4, Price Schedule 5B).

3.10 TASK 10 - MANAGE & OPERATE A CFO / PROVIDER ENROLLMENT / SUSPENSION / TERMINATION

The contractor shall manage and operate a Central Finance Office/Provider Enrollment / Suspension / Termination in compliance with HIPAA/AS and P.L. 1999, c. 154-The Health Information Technology Act (HINT) Requirements.

A. Provider Enrollment

The CFO (contractor) shall process individual and provider agency enrollment applications according to the administrative requirements established by the Agency. Currently, the Agency has forty-three (43) existing early intervention program provider agencies with a range of 600-700 individuals, twenty-one (21) SCHS-CMUs. As of December 1, 2002, 620 full time equivalent (FTE) positions were reported. It is estimated that provider enrollment may increase by 10–15% during the term of the contract.

Enrollment includes specific information from the payee whether they are enrolling as an individual or part of an agency. Payee enrollment will minimally include a W-9, an assurance statement as well as applicable conditions for payment receipt. In addition, each individual practitioner will minimally provide some demographic information, practice specialty and licensure/certification information, site address, phone numbers, contact name, social security number, and category of service to be provided in order to assist in the tracking and management of licensed providers. A provider search feature allows providers to be located by facility, county, city, zip code and specialty. A detailed history of all authorizations and claims paid is maintained.

All provider services must have Agency approval and will be processed by the CFO (contractor). The CFO (contractor) shall provide rendering service provider billing and enrollment training sessions in various locations throughout New Jersey. Appropriate CFO (contractor) staff, in conjunction with staff from the Agency, must participate in at least one provider enrollment meeting annually.

The CFO (contractor) will designate trained personnel to handle provider relations, including provision of technical assistance related to the enrollment process. CFO (contractor) personnel will also work closely with the Agency, REICs, and SCHS-CMU personnel on issues of provider recruitment as needed.

The CFO (contractor) shall provide rendering service providers billing and enrollment training sessions in various locations throughout New Jersey. Appropriate CFO (contractor) staff, in conjunction with staff from the Agency, must participate in at least one provider enrollment meeting annually.

The CFO (contractor) shall develop a survey for State approval for provider satisfaction and performance. The CFO (contractor) shall survey enrolled providers annually with the approved form prior to June 30 each year and report on consumer and provider satisfaction and performance.

B. Provider Suspension/Termination

The CFO (contractor) must assure that enrolled licensed providers meet all applicable licensure rules of the State of New Jersey for their specific discipline. The CFO (contractor) shall exclude providers from enrolling that have been identified as having failed to renew license registration, and/or having a revoked professional license. The Agency has established policy related to provider exclusion. The CFO (contractor) can access a list of debarred vendors via the Internet at the following web site: <http://www.state.nj.us/treasury/debarred/debarsearch.htm>. The CFO (contractor) can access licensing information from the following web site: <http://www.state.nj.us/lps/ca/boards.htm>.

The Agency will provide written notification and explanation of provider suspension or termination to the CFO (contractor). The CFO (contractor) must ensure that suspended or terminated providers are blocked out of system and do not provide early intervention services for the Agency. If the provider is reinstated, the Agency will send a written notification to the CFO (contractor).

3.10.1 TASK 10 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.11 TASK 11 - MANAGE AND OPERATE A CFO / PROVIDE DATA REPORTING FUNCTIONS

The contractor shall manage and operate a Central Finance Office/Provide Data Reporting Functions in Compliance with HIPAA/AS and P.L. 1999, c. 154-The Health Information Technology Act (HINT) Requirements.

The CFO (contractor) shall provide current data to the Agency and routine reports, defined by the Agency, from the claims payment system on a monthly basis. DHSS may request ad hoc reports when necessary.

3.11.1 TASK 11 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.12 TASK 12 MANAGEMENT OF THE NJEIS WEB-SITE

The contractor must manage the NJEIS Web-Site in accordance with HIPAA/AS and P.L. 1999, c.154 – The Health Information Technology Act (HINT)Requirements.

The contractor shall manage and update a web-site for service coordinators, and REICs to access. The web-site shall provide a matrix of the service providers, types of service and the providers availability to provide services to the child's need of such services. The State of New Jersey through a license agreement with the State of Indiana will provide the software necessary for operating the New Jersey Early Intervention Web-site

You may refer to the State of Indiana's web-site at www.eikids.com. The contractor may use equivalent or better software approved by the Director.

3.12.1 TASK 12 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.13 TASK 13 - MANAGE AND OPERATE A CFO / OPERATION OF A HELP DESK

The CFO (contractor) shall provide for the operation of a help desk for the SCHS-CMU and provider enrollment/billing questions. The CFO (contractor) shall maintain a toll-free provider services telephone number and electronic mail access for provider assistance with authorizations and/or claims payment procedures. Technical and other necessary support must be available during business hours of at least 8:00 a.m. to 5:00 p.m. (EST/EDT), fifty-two (52) weeks per year. The CFO (contractor) must have the ability to provide appropriate assistance for approximately fifty (50) calls per week during a five (5) day workweek.

The Agency will provide for the operation of a help desk for SCHS-CMU, REICs and providers that have problems with the current operating system, PCs and peripherals.

All calls to the contractor's help desk must be tracked using industry standard help desk software. The help desk software must have the ability to group calls based upon problem areas and trends noticed within the help desk calls. The help desk software must specify the importance of a problem. At least 95% of all calls must be answered by the fourth ring. At least 90% of all calls shall not remain on hold for more than two (2) minutes. All voice mail messages must be answered within one (1) business day. Ninety-five (95) percent of calls in a one (1) hour period must not encounter a busy signal, and must not be dropped or interrupted. Weekly reports must be generated and provided to the Agency based on all of the aforementioned information that is required to be collected by the software. Standard reports may be used but the ability to generate custom reports on an as needed basis is required. The contractor must provide real time access to the help desk logs and/or application.

3.13.1 TASK 13 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.14 TASK 14- DISASTER RECOVERY PLAN & SYSTEM AVAILABILITY PLAN

A. Disaster Recovery

The contractor shall have a disaster recovery plan as provided for in Task 1 ([RFP Section 3.1.E](#)). Operations shall be fully restored within twenty-four (24) hours of an emergency event that caused disruption in service. The State reserves the right to review and approve any plan and inspect any facilities associated with disaster recovery. A disaster recovery operational test shall be conducted by the contractor on an annual basis.

B. System Availability Plan

The system shall not be down in excess of seven (7) hours during a continuous five (5) day period. Penalty may apply only when the failure to the system is caused by the contractor's personnel or system (see [RFP Section 5.19.10](#))

The contractor shall have two (2) working days from the date of receipt of written notification of failure to perform to the specifications to cure the failure. However, additional working days can be approved if deemed necessary by the State. If the failure is not resolved within this warning/cure period, liquidated damages may be imposed retroactively to the date of failure to perform.

3.14.1 TASK 14 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.15 TASK 15- CONTRACTOR MONTHLY REPORT

The contractor shall submit a monthly report that delineates all activities of the prior month. The report shall be submitted with the contractor monthly invoice. The report shall contain the following information:

A. Claims Processed.

- B. Amount of funds recovered.
- C. Delinquent payment notices processed.
- D. Providers enrolled / suspended / terminated.
- E. Training Sessions Conducted.
- F. Help Desk Activity.
- G. Software Updates and Revisions.
- H. User Manuals and System Generated Documents Updates.
- I. On-Site Visits Conducted.
- J. Web Site Updates.
- K. Disaster Recovery Plan Testing.

The monthly report for the previous month's activities is due by the 15th of each month.

3.15.1 TASK 15 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

Upon State receipt and acceptance of the Contractor Monthly Report, the contractor shall be paid on a monthly basis per the Monthly General Operations Firm Fixed Price (See Attachment 4, Price Schedule 2).

3.16 TASK 16 - CONTRACT TRANSITION PERIOD

Forty (40) to sixty (60) working days prior to the termination of this contract, the contractor shall fully cooperate with any replacement contractor during the transition period. The State Contract Manager shall serve as the transition coordinator between the existing contractor and the replacement contractor.

In the event the services are scheduled to end either by contract expiration or by termination by the State of New Jersey (at the State's discretion), it shall be incumbent upon the contractor to continue services, if requested by the State, until new services can be completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration date of the existing contract. Contractor will be reimbursed for this service at the rate(s) in effect when this transitional period clause is invoked by the State.

3.16.1 TASK 16 DELIVERABLES & PAYMENT

A. Deliverables

Contractor Monthly Report - the contractor shall provide all information required in [RFP Section 3.15](#).

B. Payment

The contractor shall be paid to perform all necessary tasks at the rates in effect at the time of contract transition.

3.17 TASK 17 - LEGAL ACTIVITIES, HEARINGS, SPECIAL PROJECTS, ETC.

The contractor shall participate in activities such as responding to interrogatories, depositions, etc. associated with legal actions as requested by DHSS-EIS.

The contractor should also be prepared to support hearing, meetings, special project and related work that may result from the contract performance.

The contractor shall cooperate in any financial or operational audit conducted by either the federal government or the State of New Jersey.

This work shall be performed in accordance with [RFP Section 5.24](#), Additional Work and/or Special Projects.

3.17.1 TASK 17 DELIVERABLES & PAYMENT

A. Deliverables

Should any additional work need to be performed, the deliverables shall be determined at that time (see [RFP Section 5.24](#)).

B. Payment

Should any additional work need to be performed, the payment schedule shall be determined at that time (see [RFP Section 5.24](#)).

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet (page 3 of the RFP).

4.3 NUMBER OF BID PROPOSAL COPIES

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

4.4 PROPOSAL CONTENT

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

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

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

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.1	Ownership Disclosure Form (Attachment 1)
		4.4.1.2	MacBride Principles Certification (Attachment 2)
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Mobilization and Implementation Plan
		4.4.2.5	Potential Problems
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	Subcontractor(s)
4	Cost Proposal	4.4.4	Price Schedules (Attachment 4)

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

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

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.4 BID BOND

Not Required.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

4.4.2.1 MANAGEMENT OVERVIEW

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

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

4.4.2.2 CONTRACT MANAGEMENT

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

4.4.2.3 CONTRACT SCHEDULE

The bidder must include a contract schedule. The contract is anticipated to begin approximately two (2) months subsequent to the bid opening date. The system must be fully functional within forty (40) working days following contract award (a test pilot must be completed within the forty (40) working day period prior to implementation).

The contract schedule must cover each task set forth in the RFP and must detail how the bidder intends to complete the required tasks.

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

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its bid proposal an 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 implementation that should be designed to demonstrate how the bidder will have the contract up and operational within the period of time period specified in [RFP Section 4.4.2.3](#).
- 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. The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period. The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period.
- C. The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

- D. 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.

4.4.2.5 POTENTIAL PROBLEMS

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

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.3.1 LOCATION

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

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3 RESUMES

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

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

4.4.3.4 BACKUP STAFF

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

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.3.5.1 BACKGROUND CHECKS

The State reserves the right to conduct a background check on any contractor or sub-contractor personnel. If requested by the NJDHSS, the contractor and/or sub-contractor must provide all necessary authorizations for the background checks for all personnel. Background checks, if performed, will be paid by the State.

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.4.3.8 SUBCONTRACTOR(S)

- A. 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.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. 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.
- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 4](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive.

Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically noted within this RFP, the Standard Terms and Conditions, attached as [Appendix 1](#), take precedence over the Contractual Terms and Conditions.

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

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

5.2 PERFORMANCE BOND

This section supplements Section 3.3b of the Standard Terms and Conditions (See Appendix 1). A performance bond is required. The amount of the performance bond is **fifteen percent (15%)** of the total bid price contained in Attachment 4, Price Schedule 6B). The performance bond must be posted within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

5.3 FIDELITY BOND

The contractor or its subcontractor shall secure and maintain in force for the term of the contract, a fidelity bond in the amount of \$1,000,000 per loss to the State due to any fraudulent or dishonest act on the part of any individual or entity in the contractor's charge or employ. The fidelity bond shall be the standard form of fidelity bond such as is usually and customarily written and issued by an insurance or security company authorized to do business in the State of New Jersey. In the event that the State of New Jersey extends the contract for an additional period, the contractor shall be required to maintain the validity and enforcement of the bond for said period, pursuant to the provisions of this section in an amount stipulated by the State at the time of contract extension.

Prior to acceptance of the fidelity bond, the Director, reserves the right to review the bond and may require the contractor to substitute a more acceptable bond in such form as the State may require. The contractor shall pay both the initial expense and annual premiums on the fidelity bond.

The requirements in Section 5.3 are in addition to the Purchase Bureau Standard Terms and Conditions contained in [Appendix 1](#).

5.4 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

5.5 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. 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 additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

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

5.6 CONTRACT TRANSITION

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

5.7 AVAILABILITY OF FUNDS

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

5.8 CONTRACT AMENDMENT

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

5.9 CONTRACTOR RESPONSIBILITIES

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

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

5.10 SUBSTITUTION OF STAFF

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

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

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager, whose approval shall not be unreasonable withheld.

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor 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 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.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

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

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

5.12 OWNERSHIP OF MATERIAL

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

5.13 DATA CONFIDENTIALITY

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

5.14 NEWS RELEASES

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

5.15 ADVERTISING

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

5.16 LICENSES AND PERMITS

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

5.17 CLAIMS AND REMEDIES

5.17.1 CLAIMS

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

5.17.2 REMEDIES

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

5.17.3 REMEDIES FOR NON-PERFORMANCE

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

5.18 PERFORMANCE STANDARDS AND DAMAGES

Damage protections have been established for performance standards, to ensure contractor adherence to contract expectations and performance requirements. Written notification of each failure to meet a contract expectation or performance standard shall be given to the contractor which the Agency may, in its sole discretion, impose liquidated damages. The Agency may, at its sole discretion, return a portion, or all, of any damages collected as an incentive payment to the contractor for prompt and lasting correction of performance problems. Incurred damages shall be deducted from the next scheduled payment.

5.18.1 CORRECTNESS OF PAYMENTS – PERFORMANCE REQUIREMENT

All payments, adjustments and other financial transactions, must be made to enrolled providers for approved services, and in accordance with the payment rules and other policies of the State of New Jersey.

An erroneous payment is a payment in which part or all of any payment made with respect to a claim that should not have been paid according to the then applicable criteria for payment of that claim. The contractor shall be liable to the State for all erroneous payments which the contractor has not corrected, pursuant to the process and timeframes outlined below.

Upon the contractor's erroneous payment, the contractor shall notify the Agency orally and in writing within twenty-four (24) hours of its discovery. All of the circumstances relating to the cause and the effect of each such error, including the identification of each provider affected, the amount of overpayment or underpayment made to the provider, and the identification of all affected claims, shall be furnished to the Agency as quickly as possible but in any event no later than five (5) working days after discovery. Notice to the Agency shall include the submission of a written plan to correct the system or operational error that resulted in the overpayment.

Upon its receipt of written direction from the Agency ordering it to undertake a recoupment, the contractor shall complete all steps necessary to implement the recoupment for all affected claims before the end of the next pay cycle occurring after its receipt of the direction. In the event that the volume of claims affected by the direction or the complexity of the recoupment task is so great as to make it impossible for the contractor to fulfill the requirements before the end of the next pay cycle, the contractor shall notify the Agency in writing, within twenty-four (24) hours of

its receipt of the direction, of the earliest time frame within which it can implement the recoupment. After consideration of the circumstances described by the contractor, the Agency shall specify in writing its decision regarding the extension of time deemed necessary to implement the recoupment.

5.18.2 CORRECTNESS OF PAYMENTS – ADJUSTMENTS

The contractor shall pay to the State any portion of an erroneous payment not recouped within sixty (60) calendar days of its receipt of the direction initiating its recoupment. In addition to the amount of the erroneous payment, the contractor shall be liable for interest payments at the prevailing prime rate beginning from the date of erroneous payment through the date of repayment to the State with the prime rate as of the date of the last such erroneous payment as published in the Wall Street Journal. The contractor shall make such payment to the State within seven (7) calendar days of the expiration of the sixty (60) calendar day period.

The State shall not be liable to the contractor for any erroneous payment due which is not recovered by recoupment from providers. The contractor may initiate recovery procedures and actions, other than presented above, with the prior written approval of the Agency once the recoupment process described herein has been completed and a repayment amount remains outstanding. If the State recovers any erroneous payments for which the contractor has reimbursed the State, the Agency shall notify the contractor who shall then submit a standard State invoice for the returned amount, less expenses incurred by the State during the recovery process.

5.19 OPERATIONAL START DATE

5.19.1 OPERATIONAL START DATE – PERFORMANCE REQUIREMENTS

It is the State's intent to have the planned Early Intervention System fully operational within forty (40) working days following contract award. Fully operational means able to begin processing correctly all claim types, claims adjustments, and other financial transactions; maintaining all system files; producing all required reports; and performing all other contractor responsibilities specified in this RFP.

5.19.2 OPERATIONAL START DATE – FAILURE TO MEET START DATE

If, for any reason, the contractor does not fully meet the operational start date approved in the contract schedule and authorized by the Agency, and delaying this date or start-up of a portion of the processing requirements has not been approved, then the contractor shall be liable for any costs incurred by the State to continue the current Early Intervention System that are greater than those costs that would have been incurred under the provisions of the new contract. The contractor shall not be entitled to any claims for reimbursement of monthly expenses or operational payments for that month and each month thereafter until the State approves operational readiness.

5.19.3 LIQUIDATED DAMAGES - FAILURE TO MEET PERFORMANCE STANDARDS

The purpose of liquidated damages is to ensure adherence to the performance requirements in the contract and to reimburse the State for costs of delay(s). No punitive intention is intended. It is agreed by the State and the contractor that, in the event of a failure to meet the performance requirements referenced in this document, damage shall be sustained by the State, and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of, and by reason of, such failure; and it is therefore agreed that the contractor will pay the State for such failures at the sole discretion of the State.

Damage assessments are linked to performance of system implementation or operational responsibilities. Written notification of each failure to meet a performance requirement will be given to the contractor by the Agency. The contractor shall have five (5) working days (except where noted otherwise) from the date of receipt of written notification of failure to perform to the specifications to cure the failure. However, additional working days can be approved if deemed necessary by the State. If the failure is not resolved within this warning/cure period, liquidated damages may be imposed retroactively to the date of failure to perform.

If the State elects not to pursue the collection of a liquidated damage for an individual failure to perform, such a decision shall not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages.

5.19.4 CONTRACT SCHEDULE - PERFORMANCE REQUIREMENT

It is the State's intent to have the Early Intervention System tested, installed and fully functional within forty (40) working days following contract award.

The contractor must immediately advise the Agency of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 0039
33 West State St.
Trenton, New Jersey 08625-0039

If, for any reason, the contractor is delayed in meeting the contract schedule and time frames and corresponding change order(s), contract amendment(s) or modification(s) to the work plan are not approved, damages may be assessed. Approval of corresponding change order(s), contract amendment(s) or work plan modification(s) does not imply that damages will not be assessed.

5.19.5 CONTRACT SCHEDULE – DAMAGES

Five hundred dollars (\$500.00) damages per workday, or any part thereof, may be assessed for delay in meeting any of the dates specified as milestones in the Contract Schedule of this RFP.

5.19.6 SUBSTITUTION OF STAFF - PERFORMANCE REQUIREMENT

Personnel commitments made in the contractor's original bid proposal submitted in response to this RFP shall only be changed in accordance with [RFP Section 5.10](#) - Substitution of Staff. The contractor is responsible to train and educate new or substitute personnel at the contractor's expense. The State shall not be liable for any cost related to the training or education of new or substitute staff.

5.19.7 SUBSTITUTION OF STAFF – DAMAGES

Five hundred dollars (\$500.00) per workday damages may be assessed for each workday after the initial thirty (30) calendar days that a position remains unfilled by a replacement.

5.19.8 SYSTEM AVAILABILITY – PERFORMANCE REQUIREMENTS

The system shall not be down in excess of seven (7) hours during a continuous five (5) day period.

5.19.8.1 SYSTEM AVAILABILITY - DAMAGES

A liquidated damage of five hundred dollars (\$500.00) damages per week may be assessed for each occurrence of system down time in excess of seven (7) hours during a continuous five (5) day period. Such penalty shall only apply when the failure to the system fully operational is caused by the contractor's personnel or system.

The contractor shall have two (2) working days from the date of receipt of written notification of failure to perform to the specifications to cure the failure. However, additional working days can be approved by the Agency, at their sole discretion. If the failure is not resolved within this warning/cure period, liquidated damages may be imposed retroactively to the date of failure to perform.

5.19.9 RFP SCOPE OF WORK - PERFORMANCE REQUIREMENTS

In general, the following liquidated damages will apply to all performance standards of this RFP unless specifically stated otherwise.

5.19.10 RFP SCOPE OF WORK – DAMAGES

Whenever the contractor is unable to perform according to the performance standards related to any function in this contract (other than those itemized above), the following liquidated damage (liquidated damages) provisions will apply:

For any incident related to a particular performance standard one hundred dollars (\$100) liquidated damages will be assessed for each day the standard continues to be unmet.

Task #	RFP Section Reference	Section Title	Performance Standards
6	3.6.B	Other Contractor Requirements	The contractor will track dial-up activity / uploading activity from the REIC and will report to the Agency if an REIC has not communicated electronic data to the contractor for more than five (5) working days. The contractor is responsible for consolidating the data from all REICs into a single, internally consistent, statewide database and making that data available to the Agency at least weekly.
7	RFP Section 3.7	Operation of a Claims Payment System	The contractor will notify the State on a monthly basis of the dollar value of checks no later than the 15th day of each month.
7	RFP Section 3.7	Operation of a Claims Payment System	Authorizations shall be mailed or electronically transferred from the contractor to providers within two (2) working days after receipt from the REIC.
7	RFP Section 3.7	Operation of a Claims Payment System	The contractor will be responsible to reconcile provider accounts on positive and negative advance payment balances at least every six (6) months.
7	RFP Section 3.7	Operation of a Claims Payment System	Claims processing by the contractor must be completed and forwarded to the Agency within seven (7) calendar days of receipt except in cases where additional information is needed. If additional information is needed, claims processing by the contractor must be completed and forwarded to the Agency within fourteen (14) days of receipt.
7	RFP Section 3.7	Operation of a Claims Payment System	Providers must receive payment within thirty (30) days from billing date from the CFO (contractor).
6	3.6.C	Authorization of Services	The contractor is responsible for printing and mailing or electronically transferring authorizations to the SCHS-CMUs, REICs and rendering service providers of Part C early intervention services and families within two (2) working days of receipt from the REIC.
6	3.6.C	Authorization of Services	The contractor will receive claims and authorization from the rendering service provider who will prepare an electronic file in a specified format to forward to the contractor for use in payment within thirty (30) days of receipt from the rendering service provider.
7	3.7	Fraud and Abuse	The CFO (contractor) will identify improper payments, improper billing of services, confirm accuracy and reliability of financial information orally and in writing within twenty-four (24) hours of discovery
7	3.7	Fraud and Abuse	The contractor shall notify the Agency in writing, within twenty-four (24) hours of its receipt of the direction, of the earliest time frame within which it can implement the recoupment.
8	3.8	Fund Recovery	The CFO (contractor) must prepare billing to various funding sources and interface with other systems or agencies as needed.

Task #	RFP Section Reference	Section Title	Performance Standards
8	3.8	Fund Recovery	The CFO (contractor) must generate delinquent payment notices to the families and insurance companies, if payment has not been received within thirty (30) days of billing.
9	3.9	Medicaid Billing Requirements	The CFO (contractor) must provide the State's third party vendor, currently, Maximus, Inc., with child information to verify Medicaid eligibility and to process claiming within two (2) working days after receipt of data from the REIC.
10	3.10	Provider Enrollment and Processing	The CFO (contractor) shall provide rendering service provider billing and enrollment training sessions in various locations throughout New Jersey within sixty (60) calendar days of request.
10	3.10	Provider Enrollment and Processing	Appropriate CFO (contractor) staff, in conjunction with staff from the Agency, must participate in at least one provider enrollment meeting annually.
10	3.10	Provider Suspension/ Termination	The CFO (contractor) must assure that enrolled licensed providers meet all applicable licensure rules of the State of New Jersey for their specific discipline and ensure that suspended or terminated providers are excluded from enrolling
11	3.11	Provide Data Reporting Functions	Every thirty (30) days, the CFO (contractor) must provide data and routine reports from the claims payment system to the Agency in a format to be specified by the Agency.
12	3.12	Managing NJEIS Web-Site	The contractor must ensure accessibility of the NJEIS Web-Site and update the site as needed.
13	3.13	Operation of a Help Desk	Technical and other necessary support must be available during business hours of at least 8:00 a.m. to 5:00 p.m. (EST/EDT), fifty-two (52) weeks per year.
13	3.13	Operation of a Help Desk	Ninety (90) percent of calls must be answered by the fourth ring.
13	3.13	Operation of a Help Desk	Ninety (90) percent of calls shall not remain on hold for longer than two (2) minutes.
13	3.13	Operation of a Help Desk	All voice mail messages must be answered within one (1) business day.
13	3.13	Operation of a Help Desk	Ninety-five (95) percent of calls in a one (1) hour period must not encounter a busy signal, and must not be dropped or interrupted.
13	3.13	Operation of a Help Desk	Weekly reports must be generated and provided to the Agency based on any of the information that is collected in the software.
14	3.14	Disaster Recovery Plan	Operations should be fully restored within twenty-four (24) hours of an emergency event that caused disruption in service.

5.20 RETAINAGE

Retainage shall not be held for tasks 1 - 16.

In regard to any additional services, task 17 and per [RFP Section 5.24](#), the using agency may retain ten percent (10%) of each invoice submitted. At the end of each three (3) month period, the using agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all additional services have been satisfactorily performed, the balance of the retainage shall be released to the contractor.

5.21 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 cost proposal.

5.22 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.

5.23 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.

5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal 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 cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

5.25 FORM OF COMPENSATION AND PAYMENT

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). 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.

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.

5.26 ACCESS TO RECORDS

In addition to the terms stated elsewhere in this RFP, the State shall have access, upon demand, to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purpose of making audit examinations, excerpts and transcriptions. The contractor shall insert identical rights of access for the State into any subcontractor agreement the contractor enters into under the contract. Failure to meet the requirements of this section shall be considered a violation of the entire contract by the contractor. Any violation shall be considered a material breach of contract and the State may use any remedy available to it under the contract or under law.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP

- 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 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price in [Attachment 4](#), Price Schedule 6.

6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 ATTACHMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Price Schedules](#)
5. [Reciprocity Form](#) (*Optional Submittal*)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)
3. [License Agreement with the State of Indiana](#)
4. [Automated Billing and Collection System Flow Chart](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
STATE OF NEW JERSEY
33 W. STATE ST., 9TH FLOOR
PO BOX 230
TRENTON, NEW JERSEY 08625-0230

BID NUMBER: 04-X-36179

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

- | | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?
(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.) | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____	(Signature)
Address: _____	(Name)
_____	(Title)
FEIN/SSN#: _____	Date _____

Additional Ownership Disclosure

Bid Title: Early Intervention System, NJDHSS

Bid Number: 03-X-36179

This additional ownership disclosure contains five (5) sections. A completed statement must be submitted or the bidder will be disqualified. Any section which is inapplicable should be noted as "N.A." Attach additional sheets as needed.

Name of Bidding Firm: _____

Bidder is a: ☐ - Corporation ☐ - Partnership ☐ - Individual ☐ - Joint Venture
(Note in the event that the bidder is a joint venture each venture partner must complete this form.)

Address: _____

Telephone Number: _____ Fax Number: _____

By signing and submitting this bid, the bidder certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

1.0 How many years has your organization been in business under its present name? _____

2.0 If your firm is a corporation, answer the following:

2.1 Date of Incorporation: _____

2.2 State of Incorporation: _____

2.3 President's Name: _____

2.4 Vice President's Name: _____

2.5 Secretary's or Clerk's Name: _____

2.6 Treasurer's Name: _____

3.0 If your firm is other than a corporation, describe the organization, provide the date of organization and the names of the principals. Further, if your organization is a partnership, state whether it is a general or limited partnership.

3.1 Describe Organization _____

3.2 Date of Organization: _____

3.3 Names of the Firm's Principal's and their Titles:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

3.4 Type of Partnership _____

4.0 Is Your Firm a Subsidiary of Another Organization? Yes _____ No _____

If yes, provide the name(s), addresses and a chart of any parent, grandparent and other higher levels of the organization on a separate page attached to this form.

5.0 Is Your Firm a Parent Organization? Yes _____ No _____

If yes, provide the name(s), addresses and a chart of any subsidiaries on a separate page attached to this form..

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- _____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- _____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	BID NUMBER: 04-X-36179 NAME OF BIDDER: _____
SUPPLEMENT TO BID SPECIFICATIONS	
<p>DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:</p> <ol style="list-style-type: none"> 1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE; 2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. 3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT. 4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT. 5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME. 6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES. 7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS. 8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS. <p>THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).</p> <p>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</p> <p style="text-align: center;"><u>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</u></p> <p> <input type="checkbox"/> I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL). <input type="checkbox"/> I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL). <input type="checkbox"/> I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT. </p>	

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

Item 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

Item 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

Item 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey

AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDDING CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED		OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY	MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees											
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO				16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR						
14. DATES OF PAYROLL PERIOD USED											

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

FORM AA302

ATTACHMENT 4 - PRICE SCHEDULES

EARLY INTERVENTION SYSTEM - NJDHSS

Bid Number 04-X-36179

Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables & [RFP Section 2.2](#) for definitions of "All Inclusive Hourly Rate" and "Firm Fixed Price"

Price Schedule 1

Task 1

TASK	RFP SECTION REFERENCE	TASK TITLE	TOTAL FIRM FIXED PRICE
TASK 1	3.1	SYSTEM IMPLEMENTATION PERIOD - SOFTWARE/APPLICATION PROGRAMMING & TESTING	\$

* Enter "Total Firm Fixed Price" on Price Schedule 6

Price Schedule 2

MONTHLY GENERAL OPERATIONS FIRM FIXED PRICE For the Performance of the following Tasks

TASK	RFP SECTION REFERENCE	TASK TITLE
2	3.2	System Support Agreement & Software Updates/Revision
3	3.3	User Manuals & System Generated Documents
5	3.5	Mandatory Onsite Visits
6	3.6	Management and Operation of CFO & Management of Electronic Interface
7	3.7	Manage and Operate CFO/Operation of a Claims Payment System
10	3.10	Manage and Operate CFO/Provider Enrollment/Suspension/Termination
11	3.11	Manage and Operate CFO/Provide Data Reporting Functions
12	3.12	Management of the NJEIS Web-Site
13	3.13	Manage and Operate a CFO/Operation of a Help Desk
14	3.14	Disaster Recovery Plan & System Availability Plan
15	3.15	Contractor Monthly Report

CONTRACT YEAR	UNIT	QUANTITY	MONTHLY FIRM FIXED PRICE	TOTAL FIRM FIXED PRICE PER YEAR
1	MONTH	12	\$	\$
2	MONTH	12	\$	\$
3	MONTH	12	\$	\$
1	MONTH	12	\$	\$
2	MONTH	12	\$	\$
3	MONTH	12	\$	\$
Total Price (Tasks 2, 3, 5-7, 10-15) *				\$

* Enter "Total Price" on Price Schedule 6

Price Schedule 3

Task 4

TASK	RFP SECTION REFERENCE	TASK TITLE	CONTRACT YEAR	UNIT	ESTIMATED QUANTITY	FIXED PRICE PER TRAINING SESSION	TOTAL PRICE PER YEAR
4	3.4	TRAINING	1	EACH	8	\$	\$
4	3.4	TRAINING	2	EACH	2	\$	\$
4	3.4	TRAINING	3	EACH	2	\$	\$
TOTAL PRICE (TASK 4) *							\$

* Enter "Total Price" on Price Schedule 6

Please note, the estimated quantity of training sessions are for evaluation purposes only. They are not commitments by the State to purchase any specific amount of training sessions under this contract.

Price Schedule 4A

Task 8A

TASK	RFP SECTION REF.	TASK TITLE	CONTRACT YEAR	UNIT	QUANTITY	MONTHLY FIRM FIXED PRICE	TOTAL FIRM FIXED PRICE PER YEAR
8A	3.8	FUND RECOVERY ACTIVITIES USING THE STATES 3RD PARTY CONTRACTOR	1	MONTH	12	\$	\$
8A	3.8	FUND RECOVERY ACTIVITIES USING THE STATES 3RD PARTY CONTRACTOR	2	MONTH	12	\$	\$
8A	3.8	FUND RECOVERY ACTIVITIES USING THE STATES 3RD PARTY CONTRACTOR	3	MONTH	12	\$	\$
TOTAL PRICE (TASK 8) *							

* Enter "Total Price" on Price Schedule 6

Price Schedule 4B

Task 8B

TASK	RFP SECTION REF.	TASK TITLE	UNIT	QUANTITY	% of Total Funds Recovered To Be Retained by Contractor	Estimated Funds Recovered (3 Years) (1)	Estimated Amount to be Retained by Contractor (2)
8B	3.8	FUND RECOVERY ACTIVITIES - FULL SERVICE	Percentage	1	%	\$1,800,000	\$

(1) This figure is for **bid evaluation purposes only** and does not reflect the true value of the actual funds expected to be recovered over the 3-year term of the contract.

(2) Enter "Total Price" on Price Schedule 6

Price Schedule 5A
Task 9A

TASK	RFP SECTION REF.	TASK TITLE	CONTRACT YEAR	UNIT	QUANTITY	MONTHLY FIRM FIXED PRICE	TOTAL FIRM FIXED PRICE PER YEAR
9A	3.9	MEDICAID BILLING REQUIREMENTS & FUND RECOVERY ACTIVITIES USING THE STATES 3RD PARTY CONTRACTOR	1	MONTH	12	\$	\$
9A	3.9	MEDICAID BILLING REQUIREMENTS & FUND RECOVERY ACTIVITIES USING THE STATES 3RD PARTY CONTRACTOR	2	MONTH	12	\$	\$
9A	3.9	MEDICAID BILLING REQUIREMENTS & FUND RECOVERY ACTIVITIES USING THE STATES 3RD PARTY CONTRACTOR	3	MONTH	12	\$	\$
TOTAL PRICE (TASK 9) *							

* Enter "Total Price" on Price Schedule 6

Price Schedule 5B
Task 9B

TASK	RFP SECTION REF.	TASK TITLE	UNIT	QUANTITY	% of Total Funds Recovered To Be Retained by Contractor	Estimated Funds Recovered (3 Years) (1)	Estimated Amount to be Retained by Contractor (2)
9B	3.8	MEDICAID BILLING REQUIREMENTS & FUND RECOVERY ACTIVITIES -FULL SERVICE	Percentage	1	%	\$14,000,000	\$

(1) This figure is for **bid evaluation purposes only** and does not reflect the actual value of the funds expected to be recovered over the 3-year term of the contract.

(2) Enter "Total Price" on Price Schedule 6

Price Schedule 6A - Total Bid Price
(Fund Recovery Activities Using the State's Third Party Contractor)

Bid Item	BID ITEM	FIRM FIXED PRICE
1.	<u>Task 1</u> (From Price Schedule 1)	\$
2.	<u>Tasks 2, 3, 5-7, 10-15</u> (From Price Schedule 2)	\$
3.	<u>Task 4</u> (From Price Schedule 3)	\$
4.	<u>Task 8A</u> (From Price Schedule 4A)	\$
5.	<u>Task 9A</u> (From Price Schedule 5A)	\$
* TOTAL BID PRICE (Total of Bid Items 1 - 5)		\$

The bidder must provide a price for each bid item or the bid proposal shall be considered non-responsive.

(A) Price that will be used for evaluation purposes.

Price Schedule 6B - Total Bid Price
(Full Service Fund Recovery Activities)

Bid Item	BID ITEM	FIRM FIXED PRICE
1.	<u>Task 1</u> (From Price Schedule 1)	\$
2.	<u>Tasks 2, 3, 5-7, 10-15</u> (From Price Schedule 2)	\$
3.	<u>Task 4</u> (From Price Schedule 3)	\$
4.	<u>Task 8B</u> (From Price Schedule 4B)	\$
5.	<u>Task 9B</u> (From Price Schedule 5B)	\$
* TOTAL BID PRICE (Total of Bid Items 1 - 5)		\$

The bidder must provide a price for each bid item or the bid proposal shall be considered non-responsive.

Please note, the price evaluation may involve two price rankings, one using the "Total Bid Price" from Price Schedule 6A and the other using the "Total Bid Price" from Price Schedule 6B.

ATTACHMENT 5 - RECIPROCITY FORM

RECIPROCITY FORM **(Optional Submission)**

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

Name of Locality having preference practices:

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution ☐ Regulations/Laws
☐ Notice to Bidder ☐ Other _____

Name of Firm Submitting this information _____
Please Print

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - 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 his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the contractor shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as 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.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C. 17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

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

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

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

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

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

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

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

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

APPENDIX 3 - SOFTWARE LICENSE AGREEMENT

EARLY INTERVENTION COMMUNITY SOURCE LICENSE

This Community Source License Agreement (hereinafter referred to as "License") entered into by and between the State of Indiana, Family and Social Services Administration, Division of Family and Children (hereinafter referred to as "Developing Organization"), and the Department of Treasury, Division of Purchase and Property, on behalf of the State of New Jersey, Department of Health and Senior Services, Division of Family Health Services, Early Intervention System (hereinafter referred to as "Licensee"). In consideration of those mutual undertakings and covenants, the parties agree as follows:

RECITALS:

WHEREAS, Developing Organization has had developed Specifications and Source Code implementations of certain Technology and desires to license the Technology to a large community to facilitate the sharing and use of early intervention data, and to facilitate innovation and development of the Technology while maintaining compatibility of such products with the Technology as delivered by Developing Organization; and

WHEREAS, Licensee desires to license the Technology from Developing Organization;

WHEREAS, This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except as in writing and signed by both parties.

NOW, THEREFORE, the above-named parties enter into this License upon the following terms and conditions:

A. INTENT

This License is intended to allow Licensee access to the Source Code developed by the Developing Organization in conjunction with operationalizing Licensee's Central Reimbursement Office operations for its First Steps Early Intervention System. The Source Code that is covered under the terms of this License is generally described below and is more fully described in "Attachment A—Software System Components," which is attached hereto and incorporated herein by reference. The components are:

1. The SPOE System is a distributed database in use by each System Point of Entry to capture a state's early intervention eligibility and service authorization information locally. The distributed data system must always be in binary form and must always remain the property of the Licensee.
2. The Provider Enrollment System is designed as a single user or network application solely for the purpose of enrolling providers on a state's early intervention system.

3. The Claims Payment System is designed for use as a multi-user claims payment system that relies on authorizations generated from the SPOE System. It allows for both manual entry of paper claims information and the receipt of electronic claims files from providers.
4. The File Batching Mechanism is designed to receive file transmissions from the System Points of Entry and pass the appropriate information to the First Steps Server and to the Claims Payment System.

B. USE

The Source Code is available to the community of licensed users and their contractors for the purpose of internal deployment. It is not intended for research purposes particularly for prototyping other potential commercial products or for any commercial use, which is defined as selling products. It is intended for Internal Deployment Use according to the protections and prohibitions of this License. Licensee is not authorized to provide the Source Code to any other entity for purposes other than Licensee's internal deployment of the software. Any contractor retained by Licensee to use the Source Code, as part of Licensee's internal deployment, shall be subject to the terms of this License Agreement. All Early Intervention Community Licenses will be issued by Developing Organization.

The License is subject to compliance with additional requirements and responsibilities below. In addition to the License, Developing Organization grants to Licensee a worldwide, non-exclusive License, to the extent of Developing Organization's Intellectual Property Rights covering the Original Code, Upgraded Code, and Specifications, to do the following:

1. Reproduce and internally distribute, including to contractor/s, Original Code, and Upgraded Code as part of Compliant Covered Code, and Specifications for Internal Deployment Use;
2. Compile such Original Code and Upgraded Code, as part of Compliant Covered Code, and reproduce and internally distribute the same in Executable form for Internal Deployment Use, including to contractor/s; and
3. Reproduce and internally distribute, including to contractor/s, Reformatted Specifications for use in connection with Internal Deployment Use.

In addition to the requirements and responsibilities described above regarding this License and as a condition to exercising the rights granted above, Licensee agrees to the following:

1. All Covered Code must be Compliant Covered Code prior to any Internal Deployment Use, whether originating with Licensee or acquired from a third party.
2. Successful compatibility testing must be completed in accordance with Conformance Test Suite (CTS). Licensee shall be responsible for any costs to Licensee or Developing Organization that are associated with this CTS development and testing.

3. If Licensee makes any further Modifications to any Covered Code previously determined to be Compliant Covered Code, Licensee must ensure that it continues to be Compliant Covered Code.

C. CHANGES

The Original Code and any Upgrades to it are owned by Developing Organization and are shared with the licensed Community. Changes to the Software are also protected under the terms of this License and must be documented in accordance with Section D. regarding documenting system changes detailed below. Changes are categorized in the following manner:

1. Error Corrections (COR) which are required to be given back to the Community by the Developing Organization and by all Licensees.
2. Structural Changes (STR) to the tables and/or business rules (validation), which only may be done, with the written consent of the Developing Organization.
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 - (iii) any new Source Code implementing any portion of the Specifications.
15. **"Original Code"** means the initial Source Code for the Technology.
16. **"Reformatted Specifications"** means any revision to the Specifications which translates or reformats the Specifications (e.g., in connection with Licensee's documentation) but which does not alter, subset, or superset the functional or operational aspects of the Specifications.
17. **"Source Code"** means computer program statements written in any high-level, readable form suitable for modification and development.
18. **"Specifications"** means the Specifications for the Technology and other documentation, as provided, and as may be revised by Developing Organization from time to time.
19. **"Structural Changes"** means changes to databases, to the business rules or the presentation layer.
20. **"System Point of Entry"** means the local entity that serves as a single point of contact for children and families in the Early Intervention System. The System Point of Entry manages the intake, eligibility, and service authorization functions, and is the sole entity that enters such information.
21. **"Technology"** means the technology described in "Attachment A," and any Upgrades.
22. **"Upgrade(s)"** means new versions of Technology designated exclusively by Developing Organization as an "Upgrade" and released by Developing Organization from time to time.
23. **"Upgraded Code"** means the Source Code for Upgrades, possibly including Modifications made by Contributors.

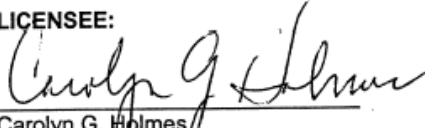
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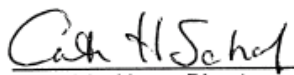
LICENSEE:



Carolyn G. Holmes
Acting Deputy Commissioner
New Jersey Department of Health
and Senior Services

6/10/03

Date

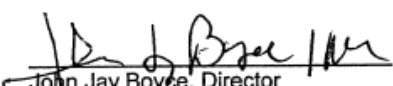


Asst Hope Blackburn, Director
Division of Purchase and Property
New Jersey Department of the Treasury

6/6/03

Date

DEVELOPING ORGANIZATION:



John Jay Boyce, Director
Family and Social Services Administration
Division of Family and Children
State of Indiana

6.19.03

Date

Attachment A-Software System Components

1

SPOE System Software

- Platform
 - Windows 98, NT, Windows 2000 Professional, Windows XP
- Development Environment
 - Visual Basic 6 32-bit SP 5
 - Java 2
 - Crystal Reports
- Application Functionality
 - DAO connection to distributed Access 97 database
 - Data batched to CCG (Claims Processing System) via Internet and SSL/Java socket connection
 - Report system includes dynamic updating of reports and menus
 - For SPOEs with multiple computers, 1 parent computer and multiple child computers
 - Parent computer used for editing children in the Individual Family Service Plan (IFSP) phase
 - Child computers used for editing children in Referral & Intake
 - Information kept on each child
 - Referral/Intake/IFSP status/dates
 - Family members and income
 - Authorizations
 - Diagnosis
 - Part C Eligibility
 - Commercial Insurance Information
 - Medical information
 - Determines income eligibility regarding co-pay status and amount

File Batching Mechanism

- Visual Basic 6 32-bit SP5
- Files batched from SPOE transmitted via TCP/IP and SSL to web server
- Files to be sent from web server are transmitted via TCP/IP and SSL to SPOE computer
- Files are transmitted & received from within the SPOE application

Attachment A-Software System Components

2

- Web Server: Windows 2000 Server/SQL Server 2000/IIS 5.0/COM+
- Client: SPOE computer (Windows 98/NT/Windows 2000 Professional, Windows XP)

Claims Payment Application

- Platform
 - OS: Client: Windows 98/Windows 2000 Professional; Server: Windows 2000 Server
 - Database: Microsoft SQL Server 2000
 - Microsoft Windows 2000 Server
- Development Environment
 - Code written in Visual Basic 6.0 32 bit SP 5
 - 3-tier component-based system architecture
 - COM+ Application
 - IIS 5.0 (Internet Information Server)
- Application Functionality
 - Claims entry with real-time editing for all claim types, eliminating batch processes
 - Windows GUI presentation of child/authorization/provider/claims/commercial insurance relationships
 - Generation of daily forms and all reports using tools suited to automation of electronic transmittal and internet publication wherever appropriate
 - Automated tracking of claim adjustments and refunds
 - Adjustments applied only to child records pertinent to adjustment, with payments produced on a provider account basis
 - Highly integrated with the claims processing system

Provider Enrollment System

- Platform
 - Client: Microsoft Windows 98/Windows 2000 Professional
 - Server: Windows 2000 Server
 - Database: Microsoft SQL Server 2000
- Development Environment

Attachment A-Software System Components

3

- Microsoft Visual Basic 6.0 SP 5
- Active Reports
- 3-tier component-based system architecture
 - COM+ Application (Component Object Model)
 - IIS 5.0 (Internet Information Server)
- Application Functionality
 - Enroll new providers
 - Enroll new provider organizations (payees)
 - Update information on providers & provider organizations
 - Enter limited provider service matrix information
 - Update provider credential information
 - Reporting on providers with credentials lapsing
 - Reporting on providers with police checks lapsing
 - Reporting on providers with liability insurance lapsing
 - Generation of daily forms and all reports using tools suited to automation of electronic transmittal and Internet publication where appropriate
 - Highly integrated with the claims processing system

Under Development

Electronic Providers (under development)

- Platform
 - Server: Windows 2000 Server
 - Server: Windows 2002 BizTalk Server
 - Microsoft BizTalk Accelerator for HIPAA
 - Database: Microsoft SQL Server 2000
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5 and Microsoft Visual Basic.NET
 - 3-tier component-based system architecture
 - COM+ Application (Component Object Model)
- Application Functionality

Attachment A-Software System Components

4

- Highly integrated with the claims processing system
- Providers may submit claims electronically utilizing the HIPAA 837 Professional format.
- Providers may receive electronic claims remittance advices utilizing the HIPAA 835 format
- Providers may retrieve electronic authorizations utilizing the HIPAA 278 format.
- Providers may determine claim status utilizing the HIPAA 276/277 format

HIPAA (under development)

- Platform
 - Microsoft BizTalk Server 2002
 - Microsoft Windows 2000 Server
 - Microsoft BizTalk Accelerator for HIPAA
 - Microsoft SQL Server 2000 database
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5 and Microsoft Visual Basic.NET
 - 3-tier component-based system architecture
 - COM+ Application (Component Object Model)
- Application Functionality
 - Integrated with the claims processing system
 - Supports the following transactions:
 - 270 Eligibility request
 - 271 Eligibility response
 - 278 Request for authorization
 - 837 Professional Claim and COB
 - 835 Remittance Advice
 - 276 Claims status request
 - 277 Claim status response

Fund Recovery (under development)

- Platform environment
 - Microsoft Windows 2000 Server
 - Microsoft SQL Server 2000 database
 - Microsoft BizTalk Server 2002
 - Microsoft BizTalk Accelerator for HIPAA
- Development environment
 - Microsoft Visual Basic 6.0 SP 5 and Microsoft Visual Basic.NET
 - Active Reports
 - 3-tier component-based system architecture
 - COM+ application
- Application Functionality
 - Highly integrated with the claims processing system
 - Generation of reports using tools suited to automation of electronic transmittal and Internet publication where appropriate
 - Automated tracking and reporting of claims paid, denied and paid partial
 - Automatic resubmission of adjusted and paid partial claims
 - Flexible architecture for multiple funding sources

Third Party Commercial Insurance

- Platform environment
 - SPOE System Software utilized for data collection and transmission to centralized claims processing system
 - Claims processing system:
 - Microsoft Windows 2000 Server
 - Microsoft SQL Server 2000 database
 - Microsoft BizTalk Server 2002
 - Microsoft BizTalk Accelerator for HIPAA
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5 and Microsoft Visual Basic.NET

Attachment A-Software System Components

6

- Active Reports
- 3-tier component-based system architecture
 - COM+ application
- Application Functionality
 - Highly integrated with the claims processing system
 - Generation of reports using tools suited to automation of electronic transmittal and Internet publication where appropriate
 - Automated tracking and reporting of claims paid, denied and paid partial
 - Automatic resubmission of adjusted and paid partial claims
 - Automatic resubmission of claims to secondary, tertiary, etc. commercial funding sources

Cost Participation

- Platform environment
 - SPOE System Software utilized for data collection and transmission to centralized claims processing system
 - Claims processing system:
 - Microsoft Windows 2000 Server
 - Microsoft SQL Server 2000 database
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5
 - Active Reports
 - 3-tier component-based system architecture
 - COM+ application
- Application Functionality
 - Highly integrated with the claims processing system
 - Generation of reports using tools suited to automation of electronic transmittal and Internet publication where appropriate
 - Flexible architecture and methodologies and able to adapt to various Cost Participation requirements.
 - Tracks family program participation co-pay payments and receivable
 - Incorporates insurance payments and denials

- Generates aged receivable reports

Provider Service Matrix

- Platform
 - Microsoft Windows 2000 Server
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5
 - Microsoft Visual Interdev 6.0
 - Microsoft Front Page 2000
 - Internet Information Server 5.0
- Application Functionality
 - Integrated with the claims processing and provider enrollment system
 - Providers and agencies request password online
 - Provider or an agency representative may:
 - Enter Provider's availability to perform services
 - Enter the counties and zip codes Providers serve
 - Enter languages spoken and language fluency
 - Request demographic modifications online
 - Enter years of pediatric experience
 - Describe the Part C services performed and the service locations
 - Request educational, licensure and certifications online
 - Enter free-form comments into their matrix
 - Searches may be performed:
 - By county, zip code, specialty, service, language spoken and availability
 - By Provider's last name
 - By closed Provider account
 - Help information is available online
 - Part C Program information is available
 - Collects feedback from the community and Program stakeholders
 - Misc. Provider enrollment and Program documents are easily available

Attachment A-Software System Components

8

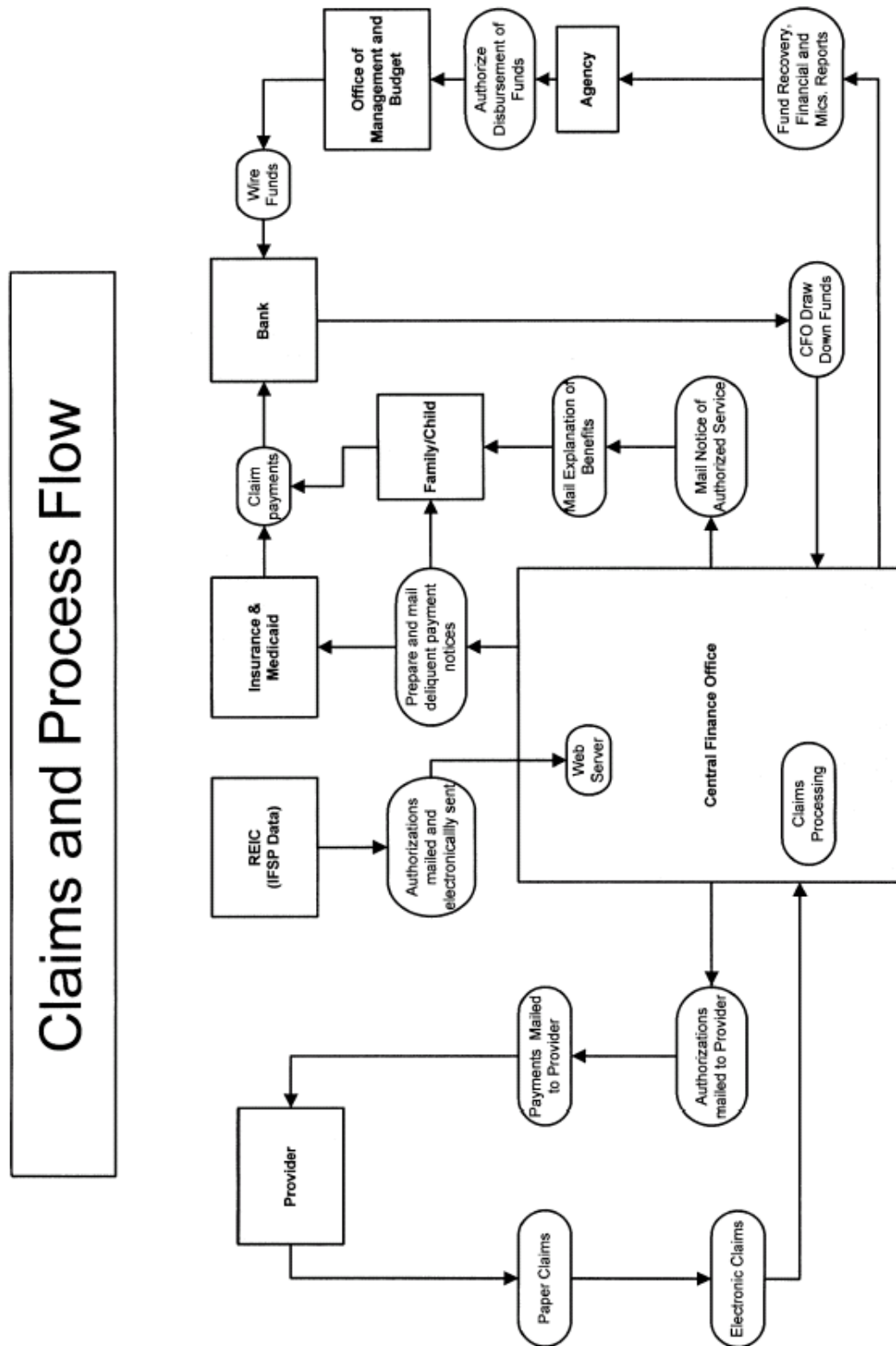
- Fund recovery reports are securely available online
- Program contact information is available online

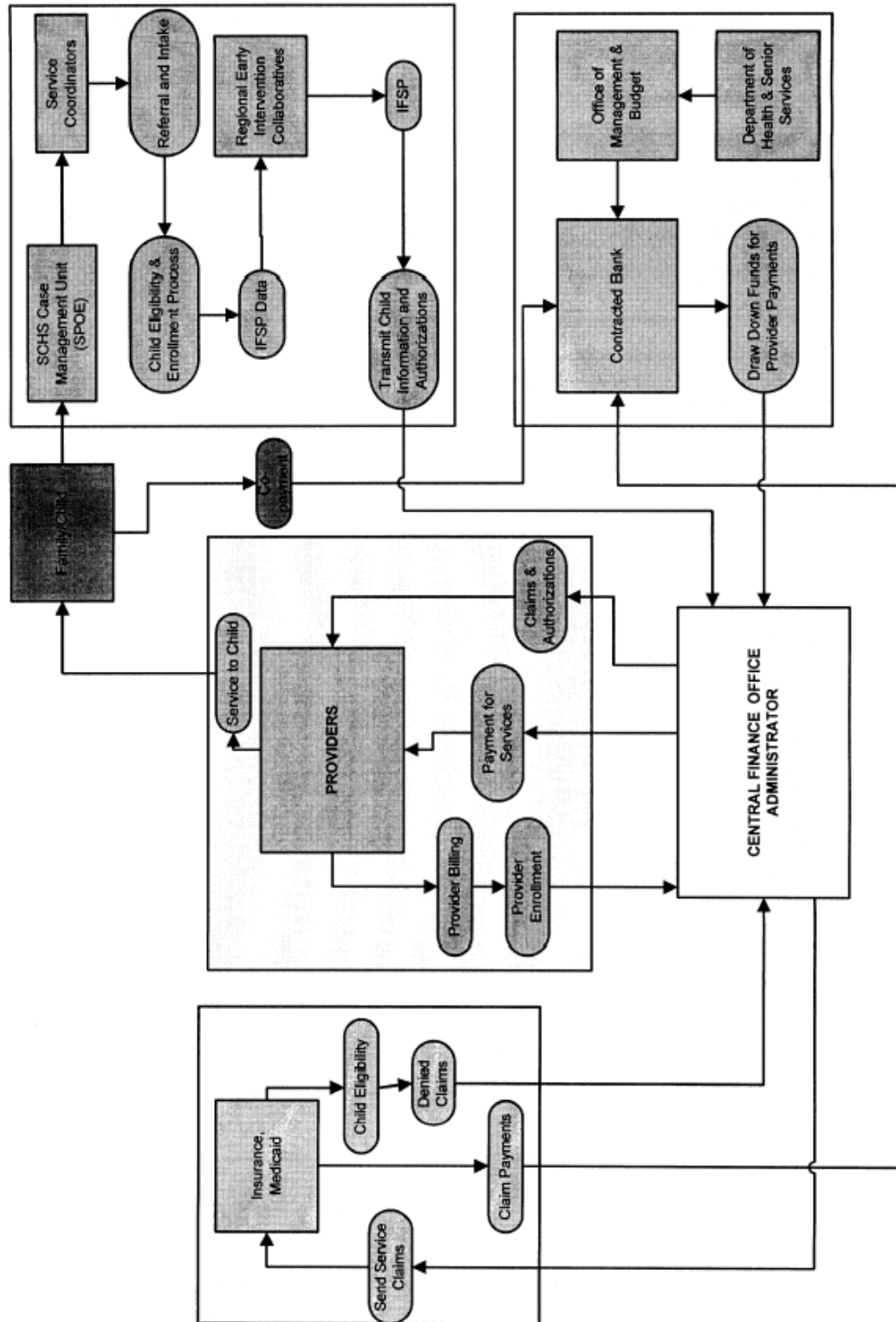
Documentation

- Claims System Documentation
- Statement of Work
- SPOE User Manual

¹ The above description merely describes the current technological and architectural status of the Indiana First Steps Architecture and is not intended to preclude changes, modifications or additions under the terms of the Memorandum Of Understanding.

APPENDIX 4 - AUTOMATED COLLECTION AND BILLING SYSTEM





APPENDIX 5 - REIC LOCATIONS AND SERVING COUNTIES

Southern New Jersey Regional Early Intervention Collaborative (REIC)

339 So. Route 73 Suite 6

Berlin, New Jersey 08009

Serving: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties

Mid-Jersey Cares for Special Children REIC

501 Hoes Lane, Suite 206

Piscataway, New Jersey 08854

Serving: Hunterdon, Mercer, Middlesex, Monmouth, Ocean and Somerset Counties

Northeast REIC

65 Willowbrook Boulevard, 2nd Floor

Wayne, New Jersey 07470

Serving: Bergen, Hudson, and Passaic Counties

Family Link REIC

2333 Morris Avenue, Suite A20

Union, New Jersey 07083

Serving: Essex, Morris, Sussex, Union and Warren Counties



State of New Jersey

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

JAMES E. MCGREEVEY
Governor

JOHN E. MCCORMAC, CPA
State Treasurer

TELEPHONE (609) 984-6241/TELEFAX (609) 292-5170

WEB SITE:
WWW.STATE.NJ.US/TREASURY/PURCHASE

October 31, 2003

To: All Interested Bidders

Re: Early Intervention System, NJDHSS, Bid Number 04-X-36179
Bid Due Date: **November 14, 2003** (2:00 PM)

ADDENDUM #2

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.

Part 3: List of Attendees at the Bidders Conference on 10/07/03.

It is the bidders 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.

Sincerely,

Steven Palmieri

Steven Palmieri
Supervising Procurement Specialist
Purchase Bureau
E-Mail: Steve.Palmieri@Treas.State.NJ.US
Phone: (609) 984-6241
Fax: (609) 292-5170

PART 1

Early Intervention System, NJDHSS, Bid Number 04-X-36179

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.	N/A	General Question	Has the state established a budget for this part of the EIS program? If so, can the general details be provided?	The State has not established a detailed budget for the development of the CFO.
2.	N/A	General Question	Is the state only willing to entertain bids from vendors that can supply all the services in the RFP or are you willing to entertain bids from vendors looking to perform some of the functions (i.e. just system customization, or just service delivery)?	Only those proposals that provide pricing for all of the services requested in the RFP will be considered for contract award.
3.	N/A	General Question	In what computer language is the Indiana Software written?	Refer to Attachment A, software system components (pages 76-83)
4.	N/A	General Question	Has the state seen any demonstrations of systems other than Indiana's? If so, are there evaluations that can be made public?	The Part C Coordinator has seen demonstrations and had experience with other systems that did not fully meet the State's needs. There are no known evaluations of data systems.
5.	N/A	General Question	What is the licensing cost for the Indiana software? Any maintenance costs?	There is no maintenance or licensing costs.
6.	N/A	General Question	What happens if we use and make changes to the Indiana software? Is it open source? What happens to those changes?	In accordance with the software license agreement modifications and enhancements made to the original source code must be made available to the Developing Organization within sixty (60) days of the certification of successfully completed testing. The changes will be available to the Licensed Community.
7.	N/A	General Question	The RFP states that other software can be used if the cost is comparable. What costs need to be comparable? Licensing? Licensing and implementation? TCO?	The RFP states that other software can be used if it is equivalent or better software, cost was not specifically addressed.
8.	N/A	General Question	Hosting - what level of support is needed? Will we provide a help desk or fully administer the program using the software?	Refer to Task 13 on page 25.
9.	N/A	General Question	Can bids be from New York State companies; is preference given to New Jersey companies?	Companies located outside of New Jersey may bid on NJ contracts. The State does not give preference to NJ companies however; the State does have reciprocity should an out of State bidder whose State or locality maintains a preference practice for their bidders. See Attachment 5 (page 59).

#	Page #	RFP Section Reference	Question	Answer
10.	8	1.1	<p>This section states, in part, the following, "The project will involve providing and/or modifying existing software to operate a CFO and provide the electronic transfer of data from the current data system to the new data system."</p> <p>Does the Indiana system currently meet all of New Jersey's requirements or is development/enhancement required?</p>	<p>The Indiana software is equivalent to NJDHSS operating environment. The Indiana software is explicit to the State of Indiana, therefore, development, modifications and/or enhancements will be needed.</p>
11.	8	1.1	<p>This section states, in part, the following, "The project will involve providing and/or modifying existing software to operate a CFO and provide the electronic transfer of data from the current data system to the new data system."</p> <p>Does this mean the selected vendor is required to convert existing data? If so, how much data exists that needs to be converted? In what format is the data to be converted?</p>	<p>The project involves providing the electronic transfer of data from the current data system to the new data system.</p> <p>Data collected for December 1 federal reporting exists in Access for 8,000 to 9,000 child records.</p>
12.	8	1.2	<p>This section states, in part, the following, "On December 1, 2002, federal child count reported that there were a total of 14,000 children receiving services and support through the EIS during the previous State fiscal year."</p> <p>According to the 2002 Annual Report of the NJ State Interagency Coordinating Council (SICC), the number of referrals in 2002 was 9,484 with 5,633 exiting. The Report further states that the number of referrals in creasing each year; assuming the exit rate remains static (proportional to the number of children entering the program each year and those aging out, etc.), can it be "assumed" that 14,000 is a baseline number for projecting future activity?</p>	<p>Yes, the 14,000 is a baseline number for projecting future activity.</p>

#	Page #	RFP Section Reference	Question	Answer
13.	8	1.2	<p>This section states, in part, the following, "Part C Early Intervention (EI) services are currently provided through a contractual arrangement with 21 County Special Child Health Services Case Management Units (SCHS-CMU) and 44 designated Early Intervention Program (EIP) provider organizations that together represent the current EI service delivery system. These 65 organizations have approximately 550-600 full-time equivalent positions provided by full and part time practitioners (either employed or contracted) serving children and families in the New Jersey system."</p> <p>Could all 550-600 FTEs potentially submit claims for reimbursement? If no, who/what are the billing entities? How many billing agents are there in the current network? What is the claim transaction volume per day/per month? According to the 2002 Annual Report of the New Jersey State Interagency Coordinating Council (SICC), only 11 services were rendered for Psychological Services, Transportation, and Assistive Devices. How many of the 9,351 services rendered in the category of Speech Instruction, Speech-Language, Physical Therapy, Occupational Therapy, Vision, Assistive Technology, Audiology, etc. resulted in the transmittal of a claim?</p>	<p>No, all 550-600 FTEs will submit claims through an approved EIP provider agency under a Letter of Agreement with the state. In NJ, only agencies and not individuals may enroll as EIP providers.</p> <p>Currently there are 69 EIP agencies that would be billing through the CFO. This number will continue to increase with new EIP provider agencies. The 21 SCHS-CMU will remain under a grant system with the state and will not be submitting claims through the CFO.</p> <p>Claims transaction history is not available.</p>
14.	8	1.2	<p>This section states, in part, the following, "Effective July 1, 2003 the provider system began moving from the current designated grant system to a vendor based system of service delivery that will allow additional organizations meeting the Part C early intervention credential requirements to participate within the Part C early intervention system."</p> <p>Have additional service providers begun submitting claims effective July, 2003? If yes, how has the number of transactions changed or anticipated to change? Has FACTORS software been implemented? Is there a required interface that would have to be built by contractor?</p>	<p>Yes, EIP providers approved under a letter of agreement with the state have begun to submit claims.</p> <p>Claims transaction history is not available for comparisons.</p> <p>FACTORS software was under development and used for the federal report for December 1, 2001. It is no longer maintained and will not require an interface to be built.</p>

#	Page #	RFP Section Reference	Question	Answer
15.	8	1.2	<p>This section states, in part, the following, "The software necessary to operate a central finance office may be provided by the State of New Jersey through a license agreement with the State of Indiana. . . .The contractor may use other software with equivalent or better features and functionality, subject to prior approval of such software by the Director and execution of appropriate licenses."</p> <p>Is there an expectation that RFP response will declare preference? If preference is to use contractor's own software, where in the award process will be the steps to obtain prior approval? If preference is to use Indiana's software, is it anticipated that a license agreement will be fully executed within the 40-day implementation period?</p>	Yes, the RFP must declare preference to use the contractor's own software and include the steps to implement within the forty day period.
16.	8	1.2	<p>This section states, in part, the following, "The contractor shall be responsible for modifying and configuring the software to meet the State's business requirements."</p> <p>Has the DHSS already identified the need for modifications?</p>	Please refer to page 15 of the RFP 3.1 Task 1, A. List Table Changes. There are 28 tables listed that will need updates to be specific to the State of NJ.
17.	8	1.2	<p>What software is currently being used to perform this function, Has the Indiana software been used by NJ in the past? How much investigation was done to insure that it fits NJ requirements?</p>	<p>NJ does not currently have software to perform this function.</p> <p>No, the Indiana software has not been used in NJ.</p> <p>The Part C Coordinator has participated in presentations on the Indiana software. The Indiana software provides the components and information needed to implement the NJEIS.</p>
18.	8	1.2	<p>How is the contract processed now – is there a CFO in place? Who has the contract?</p>	The State does not have a CFO or contract in place.
19.	14	2.2	<p>Regarding Contract Specific Definitions: What official State Holidays are included as part of the definition of "working day"?</p>	<p>Currently, official State holidays consist of the following:</p> <ul style="list-style-type: none"> • New Years Day • Martin Luther King, Jr.'s Birthday • Lincoln's Birthday • Washington's Birthday • Good Friday • Memorial Day • Independence Day • Labor Day • Columbus Day • Election Day • Veteran's Day • Thanksgiving Day • Christmas Day
20.	15	3.0	<p>Who is doing the work on the current data system? Also what is the format of this data?</p>	The current data system is a paper process, aggregated data using Excel and December 1, point in time data entry into Access.

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21.	15	3.0	Has there been an official HIPAA determination of how the state deems themselves as a covered entity?	HIPAA determination is in process.
22.	15	3.0	If REIC makes mistakes during data entry or does not transmit data in the proper or timely fashion how does the contractor rectify the situation?	Contact the State Contract Manager.
23.	15	3.0	Who has responsibility of the integrity of the data if the data does not originate with the contractor? What is the contractor liability in terms of incorrect data?	The state is responsible for the integrity of the data entry, not the CFO. The CFO is responsible for the integrity of the performance standards and deliverables.
24.	15	3.0	In pricing different functions since there is a fixed monthly price and there is no estimate of volume on some of the activities how is it to be estimated? How many authorizations, how many claims? If the estimates for help-desk far exceed the numbers (50 calls a week) how does the contractor change the fixed price?	Claims activity and transaction history are not available. However, helpful information is provided in the RFP, section 1.2 Background. The estimated universe of eligibles can be used to develop pricing. The monthly price proposed is firm fixed and all inclusive for the specified tasks. The State is estimating an average of approximately 50 calls per week. The bidder should consider this number in determining its price. If a situation arises that significantly changes this premise, it may be addressed at a later date with the contractor.
25.	15	3.0	Does the Indiana software currently contain any user documentation that could be used as the basis for the contractor's manuals that are required?	Yes, the Indiana software contains documentation that could be used as the basis for the contractor manuals required.
26.	15	3.1	This section states – "The contractor shall maintain and load all versions of the software on the server." Please identify any software requirements that may be required in addition to Table 1 on page 16.	There are no additional software requirements known at this time.
27.	15	3.1	The current revisions to New Jersey's plan for participation in Part C of IDEA, currently in public comment, calls for a monthly family cost share for families with income more than 150% of the federal poverty level. Will the CFO contractor be responsible for billing for this cost share? If so, is the Indiana system currently capable of handling this calculation and billing? If not, will the state be expecting the CFO contractor to make this modification to the system? Also, can the state provide data on what percentage of the enrolled participants will fall into this category?	Yes, the CFO will be responsible for billing the cost share to families. The Indiana Software recently added the modules for family cost share. Modifications will be needed to make the software NJ specific. The state does not have data on percentages of enrolled families that fall above the 150% FPL. General census data may be used to estimate this percentage.
28.	15	3.1	Can the state provide greater detail on the scope of changes that will need to be made to the tables listed?	No.
29.	15	3.1	Has the Indiana software been verified to insure that it can handle the tables and relationships discussed in task 1?	The Indiana software is designed to handle the tables and relationships discussed in task 1.
30.	15	3.1	Is the CFO expected to make the program change listed Authorization Crossover or will the change be made by state of NJ/Indiana?	The CFO is expected to make the change listed Authorization Crossover. The Contractor must follow the terms in the

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			Do the changes have to be in the language of the current software. Does making this change affect the software maintenance agreement? (needs answer)	Indiana License Agreement.
31.	15	3.1.A	Regarding the data for the Tables that the Agency will provide, please clarify the format, application, and whether it will be electronic or not.	The Agency will provide the electronic data entry into the database using the system software.
32.	15	3.1.B	Does the state believe that it is necessary for the enrollments table modifications to be fully operational immediately upon implementation or can this capability be phased in at a later date?	The enrollment table is a significant link to the system and must be operational upon implementation.
33.	15	3.1	<p>Regarding <u>Task 1 – System Implementation Period – Software / Application Programming & Testing</u>:</p> <p>a. This section of the RFP specifies, “Software, documentation or other modifications may include, but are not limited to...” It appears to refer paragraphs A-E specified in Task 1, but how can we price or deliver such an open-ended requirement?</p> <p>b. Is there a complete list of modifications or a system features to work with?</p> <p>c. The RFP states that the contractor is responsible for loading software on the server.</p> <p>i. Does it refer to the State server or the server used by the CFO?</p> <p>ii. Could this mean that the contractor will be responsible for loading and maintaining the Indiana software on the State's server?</p> <p>d. P. 16 - Item D: Does the Indiana software meet the NJ standard?</p> <p>e. P. 16 - Why is disaster recovery covered in both Section 3.1 item E and Section 3.14 (p.26) item A?</p>	<p>a. Price this section on what is stated and if additional modifications need to be included refer to section 5.24 Additional Work and/or Special Projects.</p> <p>b. No.</p> <p>c. i. The CFO is responsible for loading the software on server used by the CFO, not the State's server.</p> <p>ii. No</p> <p>d. Yes, the Indiana software meets NJ standards. Disaster recovery covered in Section 3.14 was also added to 3.1 as an implementation requirement. This requirement should be tested and approved before implementation of the system.</p>
34.	15	3.1.C	Reference is made to more the one fiscal year. Will the Agency require current year and prior year or more than two years of data?	This reference requires that funding obligations for a specific fiscal year are used for billings in the same fiscal year.
35.	15	3.1.D	Part D states the Indiana software is “equivalent to NJDHSS operating environment.” From this, can it be assumed that if a proposer intends to leverage the Indiana software that this task will not be necessary?	Yes.
36.	16	3.2	Please clarify what software enhancements are being considered and why would this responsibility not be considered additional work (section 5.24).	Software enhancements are included in the monthly fee. No software enhancements are being considered at this time.
37.	16	3.2	Who in the state of NJ will make other the software changes – if changes have bugs how	The State will not make the changes in the code – this will be done by the

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			can the contractor fix the price? Task 3.2	contractor. The contract may submit a proposal for additional work and/or special projects cited at 5.24.
38.	16	3.2	<p><u>Regarding Task 2 – Software Updates / Revision:</u></p> <p>a. May we have a copy of HINT Requirements? Are they State requirements?</p> <p>b. In order to develop and price a proposal, we will need source code from Indiana so we can determine what, if any, modifications need to be made to satisfy HIPAA and HINT requirements. How is this going to be available?</p> <p>c. Has the State established standards relating to the implementation of HIPAA confidentiality requirements that would prevent a contractor from using an Internet Service Provider (ISP) to "house" the CFO server?</p> <p>d. The last sentence in the paragraph; "The state shall be responsible for providing the software enhancements and the contractor shall be responsible for incorporating the enhancements into the existing system."</p> <p>i. Does that mean the state delivers the documentation for a requirement or specified feature, and the contractor develops the software modifications needed to meet those requirements or specified features?</p> <p>ii. How many changes of what magnitude will be required monthly? How will we price such an open-ended citation?</p>	<p>a. A copy of the HINT requirements are located at this web-site http://www.njleg.state.nj.us/9899/Bills/PL99/154_.PDF HINT requirements are State requirements. HIPAA supercedes the HINT requirements.</p> <p>b. The Source Code is only available to the community of licensed users and their contractors for the purpose of internal deployment. It can not be released to potential bidders.</p> <p>c. The State is in the process of HIPAA determination.</p> <p>d. i. Yes ii. This information is not available. The State does not currently have any enhancements.</p>
39.	16	3.2	Can the state provide a copy of the HINT requirements?	A copy of the HINT requirements are located at this web-site http://www.njleg.state.nj.us/9899/Bills/PL99/154_.PDF

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40.	17	3.3	<p>Regarding <u>Task 3 – User Manuals & System Generated Documents</u>:</p> <p>a. How many user manuals are there?</p> <p>b. Does the Indiana system already have all the user manuals and so they just require updates according to the changes made for New Jersey under this contract?</p> <p>c. In what format do the user manuals exist today?</p> <p>d. Is there a definition of system-generated documents?</p> <p>e. What format are the current Indiana manuals in?</p> <p>f. Are they available electronically (in a softcopy format that may be re-used)?</p> <p>g. Do they meet the definition of complete and easy to read?</p> <p>h. Do they simply have to be updated for NJ?</p> <p>i. If the list of system-generated documents is not limited to those cited in 3.3B, then how are we to price the effort?</p> <p>j. What other documents will there be? (needs answer)</p>	<p>a. Manuals are available on the different components of the CRO including but may not be limited to Provider Enrollment, Provider Billing, SPOE, and Personnel. Publications for the Indiana system may be viewed at http://www.in.gov/fssa/first_step/pubs/</p> <p>b.</p> <p>c. NJ documents are designed in PDF and Word.</p> <p>d. System generated documents include but are not limited to manuals, reports, authorization forms, claim forms, billing notices, delinquent payment notices, enrollment applications, etc.</p> <p>e. User manuals can be found in Word Format.</p> <p>f. The user manuals are available electronically.</p> <p>g. The manuals appear to be complete and easy to read.</p> <p>h. The manuals will require in-depth review to determine the extent of revisions needed for the NJ EIS. After the changes are made to the source code the Indiana user manual can be updated for NJ.</p> <p>i. Bid using the documents listed. If additional documents are needed submit a proposal for additional work.</p>
41.	17	3.4	Regarding training requirements, who are the “selected users” mentioned in the second paragraph?	The selected users referred to in this section are the REIC and SCHS-CMU staff.
42.	17	3.4	Does the Agency expect the number of training manuals needed to be limited to around 50 and could these manuals be on a CD rather than printed?	Yes, approximately 50 manuals will be needed in the first year of the contract and approximately 12 the following years. The manuals must be printed and also in an accessible format for posting to the NJEIS web-site.
43.	17	3.4.A	Do user manuals currently exist and if so, in what format are they?	The user manuals are in Word Format.
44.	17	3.4	The RFP states, “The contractor shall conduct (2) training sessions in each of the four (4) REIC’s in the first year of the contract...The state estimates up to six (6) trainees per training session.” From this, can proposers assume that there is a total of forty-eight (48) staff to be trained?	Yes, the State estimates forty-eight (48) staff to be trained.

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45.	18	3.5	What is the purpose, agenda, and desired outcome from the mandatory onsite visits?	The mandatory on-site visit are to meet concerning the progress of the system, overall quality of operations, workflow, identify problem areas or special projects etc.
46.	18	3.5	How many of the NJDHSS sites are considered to be in the "Trenton area" since site visits are "limited" to the Trenton area.	The sites referred to are not the REICs or the Case Management Units. The mandatory onsite visits are meetings with the contractor and the State Contract Manager.
47.	18	3.6	Does the state anticipate the CFO contractor to operate a physical office accessible to providers or others? Does the state have any requirements on where any program offices must be located (including back office operations)?	The State does not require a specific location for the CFO contractor to operate their office.
48.	18	3.6	<p>Regarding Task 6 – Management and operation of CFO & Management of electronic interface: (Also, Sec 3.10 (p. 24, Sec 4.4.4 (p.33), and Attachment 4 (p.53-58))</p> <p>a. Is pricing constant over the years?</p> <p>b. Is there a way to account for growth in the program and the resultant impact on CFO costs?</p> <p>c. p.19 – Is the contractor is to choose, build, and maintain the “single, internally consistent statewide database”? Or, does that database already exist? If it already exists, what is it (Oracle, DB2, SQL, etc.)? What is the interface for the contractor to that database (web-based, etc.)?</p> <p>d. p.19 – Task 6 Item B:</p> <p>i. Does the contractor receive electronic transmission files from the SCHS-CMU units?</p> <p>ii. If no, who is responsible for making sure that the transmission of data occurs between the SCHS-CMU's and the REIC's?</p> <p>e. p.19 – Task 6 Item C:</p> <p>Paragraph 3: Please define the relationship between the “sliding fee scale” and “the maximum rate established”.</p>	<p>a. and b. No, the growth of the program varies. It has increased approximately 15 to 20% in any given year.</p> <p>c. The contractor is to choose, build and maintain the database. This database does not exist presently. However, if you choose to use the Indiana Software, that server is a SQL. The contractor will develop a database or modify the Indiana software which the contractor will maintain on their server.</p> <p>d. Yes, the contractor will receive electronic transmissions from the SCHS-CMU's. The state will be responsible for ensuring the transmission of data between the SCHS-CMUs and REICs.</p> <p>e. The sliding fee scale determines the family cost share for payment of services. The fee-for-service rate established for providers is the rate the providers are paid. The relationship is that the family cost share will be the “actual cost of services” determined by the fee-for service rate or the family cost share determined by the sliding fee scale, which ever is less.</p>
49.	3.6.A	18	In the next to last paragraph, the RFP indicates an approximate number of potential records is 14,000 but some will be identified as not eligible. Can the agency provide further quantification of the number of estimated eligible children so we can more closely estimate potential costs (for example, the number of EOBs to be sent monthly).	The 14,000 represents the projected SFY 2003 cumulative total number of eligible children served under an IFSP between July 1, 2002 and June 30, 2003. This number does not include children referred and closed for a variety of reasons including not being eligible. The point in time data snap shot is over 8,000 eligible children receiving IFSP services.

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50.	3.6.A	18	<p>The RFP references 14,000 child records processed annually. Can the state provide more detail in this area? Specifically, can the state provide the following estimates:</p> <ul style="list-style-type: none"> • # of claims per year • # of accepted versus denied claims • # of claims per child • average cost per claim 	The state does not have data available that could be used for these estimates.
51.	3.6.A & B	18-19	The RFP references a “statewide database that will be operated and maintained by the contractor.” Is this database part of the functionality of the Indiana system or is it a separate data repository that must be built by the CFO contractor?	Yes, the database is part of the functionality of the Indiana system.
52.	3.6.B	19	The last sentence talks about “communications software” – please clarify by what is meant by this.	The communication software referenced is referring to the capability of electronic data transmissions via the internet.
53.	3.6.C	19	Does the Indiana System have the capability of issuing EOBs or will the contractor need to develop?	Yes, the Indiana System has the capability of issuing EOBs. Modifications will be necessary.
54.	3.6.C	19	<p>Similar to the question 50 above, can the state provide estimates for the following:</p> <ul style="list-style-type: none"> • # of Pre-Authorizations per year • # of Explanation of Benefits per year 	The state does not have data available that could be used for these estimates.
55.	19	3.6.C	<p>Regarding this section that states, in part, the following, "Some services may be authorized by the SCHS-CMU prior to the development of the IFSP. The IFSP is the authorizing document for IFSP Part C early intervention services."</p> <p>How are the services authorized prior to the IFSP? Will claims for these services be submitted to contractor? Is there an existing exception process in place to adjudicate these claims?</p>	Evaluation, assessment and initial IFSP meetings are the only services that may be authorized prior to the development of an IFSP. These claims will be submitted to the CFO for payment. The service coordinator will enter the dates that these services were completed which would authorize payment.

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56.	19	3.6.C	<p>Regarding this section that states, in part, the following, "Type of service, method, location, duration, number of occurrences and diagnosis are tracked and the dollar amount authorized shall be calculated.</p> <p>Contractor is required to "price" the IFSP at the time of the authorization. Pricing may require application of an "established sliding fee scale." Fee will be determined on a case-by-case basis, based upon recipient's income level; what information is available to Contractor to make these determinations?</p>	<p>The sliding fee scale determines the family cost share for payment of services. The fee-for-service rate established for providers is the rate the providers are paid. The relationship is that the family cost share will be the "actual cost of services" determined by the fee-for-service rate or the family cost share determined by the sliding fee scale, whichever is less.</p> <p>The family cost participation will be calculated by the service coordinator by data entry of the family income, family size and appropriately documented and allowable deductions. The contractor does not need to make these determinations.</p> <p>The contractor is responsible for calculating the monthly cost of services for each family based on services provided. Mailing the Explanation of Benefits (EOB)/billing information to the family that outlines the services provided and payment information. Processing all revenue received through family cost participation.</p>
57.	19	3.6.C	Please clarify the way the state desires the sliding fee schedule to work.	<p>The proposed sliding fee schedule is in the public comment stage at this point. The nineteen (19) tier family cost share system is based on Federal Poverty Levels (FPL). Each tier represents a 50% increase in the FPL.</p> <p>The family cost participation will be calculated by the service coordinator by data entry of the family income, family size and appropriately documented and allowable deductions.</p>
58.	19	3.6.D	What are the file format requirements (next to last sentence on page 19)?	The state has not determined a file format requirement for this activity.
59.	20	3.7	Will all providers be eligible for prepayment or can the Agency/contractor require a minimum payment level?	Advanced payments will be based on the State's history with the provider agencies. The Agency will determine the payment level.
60.	20	3.7	Does the Indiana System have the capability of issuing Remittance Advices or will the contractor need to develop?	Yes.
61.	20	3.7	The RFP makes reference to the contractor "making advance payments not exceed more than two (2) months of anticipated services." Under what scenarios will advance payments be made and how frequently will this scenario occur?	Advanced payments will be based on the State's history with the provider agencies. An advance payment is issued one time and then the contractor is responsible for reconciling the provider advance payment amount, positive or negative, at least every six (6) months to maintain a consistent available cash flow.

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62.	20	3.7	In regard to claims where more information is required, for how long does the state wish to keep claims open pending receipt of additional information before closing or rejecting the claim?	The state will establish a time frame for keeping claims open or pending at a later time.
63.	20	3.7	In the state's experience, what is the volume of all claims received that are incomplete and require additional information?	The state does not have experience or data available on claiming.
64.	20	3.7	Does the state believe that it is necessary for the prepayment functions to providers to be fully operational immediately upon implementation or can this capability be phased in at a later date?	In most instances the state will have provided the initial advance payment to approved agencies. However, any requests from the contractor to extend timelines for implementation of tasks must be negotiated with and receive prior approval from the state.
65.	20	3.7	Is it the state's intention for the bidder to be able to receive electronic claims in the 837 compliant format only?	No, you may receive the data in a standard format but it must be HIPAA compliant.
66.	20	3.7	How are the reimbursement rates to providers constructed?	The Department of Health and Senior Services contracted for a Cost and Time Study for the establishment of the reimbursement rates. The contractor will not be expected to do work on reimbursement rates.

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67.	20	3.7	<p>Regarding Section 3.7, <u>Manage and Operate a CFO/ Operation of a claims payment system</u>:</p> <p>a. Paragraph 2:</p> <p>It appears that the contractor must upfront the cash to pay providers between the 15th day of month 1 and the 14th day of month 2. Is this accurate?</p> <p>b. Paragraph 3:</p> <p>i. Sentence 4 – “The SCHS-CMU personnel shall enter the information necessary to generate an authorization.” Does this mean that authorizations for initial E&A and IFSP team meetings will be done through data entry at the SCHS-CMU’s and that all IFSP authorizations and other related activity will be done at the REIC’s?</p> <p>ii. Sentence 10 - “The contractor shall draw down funds from the independent financial institution... to pay agencies...”</p> <p>1. Please explain sentence 10;</p> <p>2. Please explain the term “prepayments”</p> <p>iii. Sentence 11 – “The contractor will make advance payments not to exceed more than two (2) months of anticipated services based on history with the existing providers.”</p> <p>1. Who makes the determination, the state or the contractor?</p> <p>2. If the provider closes shop, will the contractor be liable for the advance payment of services not delivered?</p> <p>c. p.21 – Regarding fraud detection and prevention:</p> <p>i. What percentage of payments historically has been found fraudulent?</p> <p>ii. Will there be a formally defined relationship between the CFO, SCHS-CMU, REICs and the service providers?</p> <p>d. Does NJ have unclaimed property recovery / filing regulations that the CFO would be responsible for?</p>	<p>No, the contractor is responsible for establishing an account with an independent financial institution that will be used by the state to set up funding to pay providers. The contractor will use this money to make payments to the providers.</p> <p>b. i. Yes.</p> <p>The contractor is responsible for establishing an account with an independent financial institution that will be used by the state to set up funding to pay providers. The contractor will use this money (draw down) to make payments to the providers.</p> <p>Prepayment is an advanced payment made to the provider not to exceed more than two months of anticipated service costs that has been based on history the State has with the provider.</p> <p>That State will determine the advance payment based on the history the provider has with the State.</p> <p>If a provider closes shop, the State will be liable for any balances that can not be reconciled against outstanding claims.</p> <p>This is a new system, there is no history of fraudulent payments.</p> <p>The relationship between the CFO, SCHS-CMU, REICs and the service provider is that the SCHS-CMU and the REICs submit data to the CFO, the CFO generates an authorization to initiate services which will be sent to the SCHS-CMU, REICs and the provider.</p> <p>Yes, New Jersey has unclaimed property regulations that you can find at the following website http://www.state.nj.us/treasury/taxation/pdf/4630b.pdf</p>

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68.	21	3.7	Is the CFO required to collect copayments?	The CFO is responsible for implementing the family cost share billing and collection.
69.	21	3.7	Regarding this section that states, in part, the following, "Funding sources that will be used to make payments to the provider include family payments by check or credit card and Medicaid. Funding sources will be phased in beginning with State and federal funds." Will contractor have available the required family contribution information to determine what to pay to the provider?	The family contribution does not determine the amount of money the contractor pays the provider. Providers are paid at the established rate for early intervention services. The CFO pays the provider and chases the collection from the family cost share.
70.	21	3.8	Under what scenario will the state choose to use a 3 rd party contractor versus the CFO contractor to execute funds recovery activities? What is the expected volume of accounts requiring collection by the CFO contractor? (needs answer)	The 3 rd party contractor will be used for the funds recovery activity only if the State is required to use a 3 rd party contractor based on a previous contract with the State of New Jersey.
71.	21	3.8	How will collection activities be coordinated between the two contractors?	The CFO will electronically transmit fund recovery data (as listed on page 21) to the third party contractor.
72.	21	3.8	Regarding this section that states, in part, the following, "The State shall have the option to use a third party contractor to perform private fund recovery activities." Contractor must declare preference in order to appropriately bid the contract. If contractor submits bid assuming full service fund recovery activities, could State subsequently opt to use third party contractor? If yes, would Contractor then be disqualified from the bidding process?	The contractor must submit two separate bids. One bid for full service and another bid using the third party contractor. The contractor does not declare a preference.
73.	22	3.8	Regarding <u>Task 8 – Manage and operate a CFO / Fund Recovery activities</u> : a. How is the contractor to foresee and price the other interfaces that might be required for fund recovery? b. Notices of delinquent payment are made on state stationary. Will the stationary be provided by the state? c. Does the state have historic levels of bad debt and recovered funds (Percentage and dollar amounts per year)?	a. If other interfaces are required for fund recovery that were not included in the original pricing, the contractor may submit a proposal for additional work and/or special projects cited at 5.24. b. State stationary is not required for the Notice of delinquent payment. c. No, the State does not have history of bad debt or recovered funds.
74.	22	3.8.A	Top sentence should clarify the format and details to be required.	The minimum data requirements are listed on page 21. The third party contractor will need to be involved in deciding the format for data transfer.
75.	22	3.8.B	What is the source of the data that would be necessary to determine the need to recoup funds from 3 rd parties? Will this information be included in the IFSP or will it be provided by some other source?	The service coordinator will be responsible for obtaining and entering into the database information needed to recoup funds from third parties

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76.	22	3.8.B	In this scenario, where do the payments made by the families, private insurance companies, appropriate State agency, etc. go?	The contractor shall establish an account with an independent financial institution. All the payments will be deposited in this account and will be used to fund the early intervention system.
77.	22	3.8.B	Will family billing be based off of the Indiana model?	The family billing process will be based on the Indiana model with modifications.
78.	22	3.8.B	<p>"The CFO (contractor) shall prepare the information necessary for fund recovery activities. The CFO (contractor) shall bill and collect funds from families, private insurance companies, appropriate State agency and/or other payment sources."</p> <p>According to the Provider Handbook (Early Intervention Medicaid Program) "...early intervention claims will be processed without regard to private health insurance..." Does this imply that full fund recovery will be new to providers? If yes, does DHSS have built in expectations regarding anticipated recovery? Has DHSS performed any interventions based upon the 2001 recommendations in the Annual Performance Report that there should be implemented ". . . incentives to providers to capture third party reimbursement and funding sources?</p>	<p>No, providers have not been involved with the billing for services.</p> <p>The state early intervention system is addressing the recommendations outlined in the annual performance report through a Part C steering Committee.</p>
79.	22	3.9	<p>Regarding this section that states, in part, the following, "The State shall have the option to use a third party contractor to perform Medicaid fund recovery activities."</p> <p>Contractor must declare preference in order to appropriately bid the contract. If contractor submits bid assuming full service Medicaid recovery activities, could State subsequently opt to use third party contractor? If yes, would Contractor then be disqualified from the bidding process?</p>	<p>No, the contractor should not declare a preference. The contractor must submit a bid with options, using the third party contractor and not using a third party contractor.</p> <p>Yes, the state may opt to use a third party contractor. If the bidder declares a preference they would be disqualified from the bidding process.</p>
80.	22	3.9.A	Is it the state's intent for bidder to submit claims to Medicaid within (2) working days of receipt of information from the REIC? Is Medicaid the payer of last resort?	No, it is not the state's intent that the contractor must submit Medicaid claims within two (2) working days of receiving information from the REIC. The contractor must submit Medicaid claims within ten (10) working days of receiving information from the REIC. Medicaid is not the payer of last resort. Part C funds are to be used as payer of last resort. Federal and State regulations require that any and all other resources be utilized toward the cost of services, Part C funds are last resort.
81.	23	3.9.A	Does the Indiana System have the capability of generating 1500s or electronic billing in compliant 837 format?	The State does not have this answer.

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82.	23	3.9.A	In this scenario, where do the payments from Unisys go?	Medicaid reimbursement is transferred from DHS to DHSS. DHSS will transfer funds to the independent financial institution.
83.	23	3.9.A	<p>Regarding this section that states, in part, the following, "The current Indiana software uses a crosswalk system to transform the codes billed by providers to appropriate Medicaid billing codes. Each delivered service record is cross-walked to an appropriate code, and then billed in the specified Medicaid format. In New Jersey, codes billed by the rendering service providers will be collapsed from approximately 100 codes to 5-7 Medicaid billing codes."</p> <p>Does the Indiana crosswalk system meet NJ business requirements? If contractor elects to implement its own software solution, can the logic be replicated?</p>	<p>The Indiana crosswalk system would need to be reviewed and modified to meet NJ requirements.</p> <p>It is not known if the logic can be replicated.</p>
84.	23	3.9	<p>Regarding <u>Task 9 Medicaid Billing Requirements & Fund Recovery</u>:</p> <p>a. Please clarify if Indiana will have 837 and other HIPAA compliant formats by the time a contract is awarded for the CFO.</p> <p>b. Will the contractor verify Medicaid eligibility by accessing a state database? (need answer)</p> <p>c. Will paper claims come into the CFO on NSF 1500 version 3.1 or will the contractor have to transfer all incoming paper claims to that format?</p>	<p>The Indiana System complies with HIPAA EDI requirements.</p> <p>The contractor may receive paper claims or electronic claims. The contractor may need to transfer the information to the required formats.</p>
85.	23	3.9.B	<p>Regarding this section that states, in part, the following, "The CFO (contractor) must verify Medicaid eligibility and process claim[s] within two (2) working days after receipt of data from the REIC."</p> <p>The Annual Performance Report for Fiscal Year 2001 included a recommendation that there be "...more aggressive pursuit of Medicaid reimbursement. . ." Have there been system modifications already implemented to increase the recovery from Medicaid? Does the two (2) day turnaround time include both eligibility verification and coordination of benefits?</p>	<p>The early intervention system has implemented activities to increase collection of monies from Medicaid and other resources to fund the early intervention program.</p> <p>The CFO must verify Medicaid eligibility and process claiming within 10 working days after receipt of data from REIC.</p>
86.	23	3.9.B	Please review the timing for verification of Medicaid eligibility and claims processing, especially the requirement of within two working days after receipt of data from REIC. Why isn't the timing requirement based upon when a claim is received from the provider?	The contractor must submit Medicaid claims within ten (10) working days of receiving information from the REIC

#	Page #	RFP Section Reference	Question	Answer
87.	24	3.10	<p>Regarding this section that states, in part, the following, "The CFO (contractor) shall process individual and provider agency enrollment applications according to the administrative requirements established by the Agency. Currently, the Agency has forty-three (43) existing early intervention program provider agencies with a range of 600-700 individuals, twenty-one (21) SCHS-CMUs. As of December 1, 2002, 620 full-time equivalent (FTE) positions were reported. It is estimated that provider enrollment may increase by 10-15% during the term of the contract."</p> <p>The number of EIPs differs slightly from the number reported in 1.2 "Background." What is the number of provider records that would have to be converted by Contractor?</p>	<p>Currently there are 69 EIP agencies that would be billing through the CFO. This is an increase resulting from new provider agencies receiving letters of agreement with the state effective July 1, 2003. This number will continue to increase with new EIP provider agencies. In addition, the number of practitioners (FTEs) will also increase.</p> <p>The 21 SCHS-CMU will remain under a grant system with the state and will not be submitting claims through the CFO.</p> <p>Data collected for December 1 federal reporting in Access is projected to include 8,000 to 9,000 child records that would be converted by the Contractor. Practitioner information does not exist in an electronic format and will not require conversation.</p>
88.	24	3.10.A	Please clarify how many provider enrollment training sessions will be required of the contractor.	A minimum of four, one in each region of the state.
89.	24	3.10.A	The current state EIS website explains that the state does not enroll individual providers, only agency level providers. Does the state anticipate a change in this rule? If not, is the 10-15% expected annual growth rate referring to enrolled agencies only and will the CFO contractor have any responsibility for tracking staff level data for the provider agencies?	<p>No, the state is not anticipating a change in the rule .</p> <p>The CFO is not responsible for tracking staff level data for the provider agencies.</p>
90.	24	3.10.A	How many provider billing training sessions does the state desire initially? How often will additional sessions be necessary throughout the course of the contract?	A minimum of four, one in each region of the state initially. If additional training sessions are needed during the course of the contract, the CFO would submit a written proposal under section 5.24 Additional Work and/or Special Projects.
91.	24	3.10.A	<p>What is the preferred method for the surveys, paper, on-line, etc...</p> <p>Will the bidder be responsible for consolidating the results of the surveys?</p>	On-line surveys are preferred because they cost effective and timely. The CFO will be responsible for consolidating the results of the surveys.
92.	24	3.10.B	In regard to the requirement that the CFO contractor prevent providers who have failed to renew or had their licenses revoked from enrolling, will the state be providing this licensing information or is it expected that the contractor will establish links with the various licensing agencies to obtain this information?	The contract will establish links with the various licensing agencies. Please refer to page 24 Task 10 B of the RFP.
93.	25	3.11	Can the state provide greater detail on the reports needed such as number, type, and frequency?	No, the state is not in a position to provide greater detail. Reporting requirements are included throughout the RFP.
94.	25	3.12	Will the contractor be responsible to maintain the entire NJEIS web-site or just the portion related to CFO activity?	The contractor will be responsible for the portion related to CFO activity.

#	Page #	RFP Section Reference	Question	Answer
95.	25	3.13	Is it correct to understand that the help desk should be available Monday through Friday, 8:00 am –5:00pm EST?	Yes, the help desk must be available during business hours 8 a.m. to 5 p.m.
96.	25-26	3.15	Regarding the monthly reporting, what are the data and format requirements?	The monthly report must contain the data that is listed in Task 15 on page 26 and 27 of the RFP. The contractor should design the report format in accordance with 3.3 Task 3 (page 17).
97.	26	3.13	Please clarify the expectations of “real time access to help desk logs”.	The state requires the contractor to provide a helpdesk log/report within one business day of request.
98.	26	3.14	<p>The DHSS is looking for the contractor to provide the backup and recovery of the system, not just the plans. What type of backup and recovery system and site is the State seeking?</p> <ul style="list-style-type: none"> • Hot Back/Real Time? • Cold Backup? • In State/Out of State Backup Requirements? • How Long to Backup? 	The state has not required a specific back-up and recovery system.
99.	33	4.4.3.7	Can the bidder submit a Dun and Bradstreet rating in lieu of a bank reference?	No, the bidder must submit the data requested in this section (4.4.3.7).
100	34	5.2	Is 15% performance bond for one year of the contract or for three years? So if for example if the bid is 1MM a year, is 15% required of 3MM or 1MM?	<p>This section has been modified; see part 2 of this addendum.</p> <p>In the first year of the contract the contractor shall be required to submit a performance bond in the amount of 15% of estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond is calculated by applying the established performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.</p>
101	34	5.5	What is the anticipated contract effective date?	The State anticipates the effective date of the contract should be approximately late February or early March 2004. Bidders, however are cautioned that should unanticipated delays be encountered the effective date of the contract could be postponed beyond early March.

#	Page #	RFP Section Reference	Question	Answer
102	38	5.19.1	Regarding <u>Operational Start Date – Performance Requirements</u> : (Also, Section 3.1D (p.46)) Telephone lines alone might have an 8 week lead time. Is the 40-day implementation period negotiable?	Telephone lines are in place in New Jersey and would not require an 8 week lead time.
103	44	6.3	Regarding <u>Evaluation Criteria</u> : Please expand. How will each criterion be weighted?	Prior to the bid opening date, the Evaluation Committee will determine the evaluation criteria and weights. The weighting for each criterion will remain confidential until the Committee Evaluation Report is released to the public.
104	78	Attachment A	<u>Under Development, Electronic Providers (under development)</u> : (Also, Attachment A (p.79), <u>HIPAA (under development)</u> and Attachment A (p.80), <u>Fund Recovery (under development)</u>) a. Will functionality currently under development be completed by the time a contract is in place? b. Will the HIPAA compliant features be added by October 16 th ?	a. HIPAA, Electronic Providers, and Fund Recovery components are completed. b. Yes
105	60	Appendix 1	If the bidder wishes to submit alternate language to the State's terms and conditions, what section would be appropriate for the bidder include this?	Bidders are cautioned taking exception to the State's terms and conditions may render a bid proposal non-responsive. Consequently, the bidder's eligibility for contract award may be jeopardized. However, should a bidder wish to submit alternate language to the State's terms and conditions, they should be prominently presented in the bidders cover letter.
106	68	Appendix 3	Can we get the Source Code for the various components?	No, the Source Code is available to the community of licensed users and their contractors only.
107	68	Appendix 3	If we can get the Source Code how much documentation is with the Source Code?	No, the Source Code is available to the community of licensed users and their contractors only.
108	68	Appendix 3	Is the documentation inside the code itself or outside of it? or both?	Unknown.
109	68	Appendix 3	Can we see the source code ahead of time?	No.
110	68	Appendix 3	Numerous items are listed as 'under development' in the bid package. Is there a projected completion date for these items? Or are they already completed?	HIPAA, Electronic Providers, and Fund Recovery are completed.

PART 2

Early Intervention System, NJDHSS, Bid Number 04-X-36179

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	34	5.0	Delete the title of 5.0 from " Contractual Terms and Conditions " and replace with "Special Terms and Conditions"
2.	34	5.1	Delete the title of 5.1 from " Precedence of Contractual Terms and Conditions " and replace with "Precedence of Special Terms and Conditions"
3.	34	5.1	<p><u>Delete the second and third paragraphs of this section and replace with the following two paragraphs:</u></p> <p>Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions (see Appendix 1).</p> <p>In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.</p>
4.	34	5.2	<p><u>Delete the entire contents of this section and replace with the following:</u></p> <p>This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.</p> <p>For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP cover sheet is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.</p> <p>In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP cover sheet to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
5.	36	5.12	<p><u>Delete the entire contents of this section and replace with the following:</u></p> <p>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.</p> <p>Should the bidder anticipate bringing pre-existing intellectual property to perform any of the services required under the contract into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section shall prevail. 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, shall remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a perpetual non-exclusive, 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>
6.	22	3.9	Task 9A - Delete "two (2) working days and replace with "ten (10) working days.
7.	23	3.9	Task 9B - Delete "two (2) working days and replace with "ten (10) working days.
8.	41	5.19.10	Task 9 - Delete "two (2) working days and replace with "ten (10) working days.

PART 1

Early Intervention System, NJDHSS, Bid Number 04-X-36179

List of Attendees at the Bidders Conference on

	Company	First Name	Last Name	Address 1	Address 2	City State Zip
1.	Adroit Software & consulting Inc.	V	Ramesh	241 Emerson Plaza West		Emerson, NJ 07630
2.	American Management Systems	Keith	Evans	One Chase Plaza	36th Floor	New York, New York 10005
3.	Anthem Technologies, Inc.	Shawn	Shirasb	1405 Route 18 South	Suite 106	Old Bridge, NJ 08857
4.	BearingPoint, Inc.	Matthew	Bechert	One Radnor Corporate Center	100 Matsonford Rd., Suite 500	Radnor, PA 19087
5.	Carbell Billing & Consulting Svs. Inc.	Carol	Belgrave	1961 Morris Avenue		Union, NJ 07083
6.	Chenoa Information Svs., Inc.	Steven	Bishkoff	10 Parsonage Rd.	Suite 312	Edison, NJ 08837
7.	Computer Business Systems, Inc.	Roady	Blain	725 River Road	PO Box 33	Edgewater, NJ 07020
8.	Covansys	Lori	Barrett	7701 College Blvd.		Overland Park, KS
9.	Data Core Systems, Inc.	Tabita	Quigley	3700 Market Street		Philadelphia, PA 19104
10.	ESI/IMED	Christopher	Cook	20755 Barrington Avenue		Michigan, 48071
11.	Govt. Procurement Advisors	Joseph	Formica	174 Mt. Eyre Rd.		Washington Crossings, PA 18977
12.	Harmony IS	Rosemary	Conroy Hughes	2700 S. Quincy St.	Suite 500	Arlington, VA 22206
13.	Jam Consulting Inc.	Jomon	Kalaarickal	272 Conklintown Rd		Ringwood, NJ 07456
14.	Jems Software and Consulting	John	Molnar	230 Murry Ave		Yardville, NJ 08620
15.	KPMG LLP	Meghan	Watson	989 Lenox Drive	Bldg. 1 Princeton Pike corporate Center	Lawrenceville, NJ 08648
16.	Martek Solutions Inc	Sara	Chippis	52 First Street	2nd floor	Hackensack, NJ
17.	Maximus, Inc.	Jo-Anne	Dorsey	11419 Sunset Hills Rd		Reston, VA 20190-5207
18.	Merlin Telecommunications Inc.	Chandan	Bisaria	710 Tennent Rd.		Manalapan, NJ 07726
19.	NWEZE Group Interprises, Inc.	Chukwudi	usokwu	120 Bulced Rd.		Franklin Park, NJ 08823
20.	Pan Systems Engineering Inc	Rita	Pandya	44 Bradford Way		Voorhees, NJ 08043
21.	Pinnacle System's Inc	Gregory	McLendon	10 Corporate Place South		Piscataway, NJ 08854
22.	POD Inc.	Karleen	Goldhammer	971 Jefferson NE	Suite 101	Albuquerque, NM
23.	SIBA	David	Fulton	425 Amwell Rd.	Suite 2	Hillsborough, NJ 08844
24.	Solutions consulting Group LLC	Susan	Andrews	8 Monument Square lane	PO Box 218	Dover - Foxcroft, ME 04426-0218
25.	St. John Consulting Group	Gus	Pack			
26.	St. John's Consulting Group	Gary	Sheehan	33 Wood Ave. South	Suite 600	Iselin, NJ 05530
27.	Technosphere, Inc.	Nothmar	Noriel	155 N. Washington		Bergenfield, NJ 07621

				Avenue		
28.	TSC America	Sanat	Jethva	111 Wood Ave. South	2nd Floor	Iselin, NJ 08830
29.	UNISYS	Kaye	Morrow	12010 Sunrise Valley Drive		Reston, VA 20191
30.	YMS Management Associates Inc.	Joseph	Selig	160 Broadway		



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
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State Treasurer

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WEB SITE:
WWW.STATE.NJ.US/TREASURY/PURCHASE

October 31, 2003

To: All Interested Bidders

Re: Early Intervention System, NJDHSS, Bid Number 04-X-36179
Bid Due Date: **November 14, 2003** (2:00 PM)

ADDENDUM #2

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.

Part 3: List of Attendees at the Bidders Conference on 10/07/03.

It is the bidders 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.

Sincerely,

Steven Palmieri

Steven Palmieri
Supervising Procurement Specialist
Purchase Bureau
E-Mail: Steve.Palmieri@Treas.State.NJ.US
Phone: (609) 984-6241
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PART 1

Early Intervention System, NJDHSS, Bid Number 04-X-36179

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.	N/A	General Question	Has the state established a budget for this part of the EIS program? If so, can the general details be provided?	The State has not established a detailed budget for the development of the CFO.
2.	N/A	General Question	Is the state only willing to entertain bids from vendors that can supply all the services in the RFP or are you willing to entertain bids from vendors looking to perform some of the functions (i.e. just system customization, or just service delivery)?	Only those proposals that provide pricing for all of the services requested in the RFP will be considered for contract award.
3.	N/A	General Question	In what computer language is the Indiana Software written?	Refer to Attachment A, software system components (pages 76-83)
4.	N/A	General Question	Has the state seen any demonstrations of systems other than Indiana's? If so, are there evaluations that can be made public?	The Part C Coordinator has seen demonstrations and had experience with other systems that did not fully meet the State's needs. There are no known evaluations of data systems.
5.	N/A	General Question	What is the licensing cost for the Indiana software? Any maintenance costs?	There is no maintenance or licensing costs.
6.	N/A	General Question	What happens if we use and make changes to the Indiana software? Is it open source? What happens to those changes?	In accordance with the software license agreement modifications and enhancements made to the original source code must be made available to the Developing Organization within sixty (60) days of the certification of successfully completed testing. The changes will be available to the Licensed Community.
7.	N/A	General Question	The RFP states that other software can be used if the cost is comparable. What costs need to be comparable? Licensing? Licensing and implementation? TCO?	The RFP states that other software can be used if it is equivalent or better software, cost was not specifically addressed.
8.	N/A	General Question	Hosting - what level of support is needed? Will we provide a help desk or fully administer the program using the software?	Refer to Task 13 on page 25.
9.	N/A	General Question	Can bids be from New York State companies; is preference given to New Jersey companies?	Companies located outside of New Jersey may bid on NJ contracts. The State does not give preference to NJ companies however; the State does have reciprocity should an out of State bidder whose State or locality maintains a preference practice for their bidders. See Attachment 5 (page 59).

#	Page #	RFP Section Reference	Question	Answer
10.	8	1.1	<p>This section states, in part, the following, "The project will involve providing and/or modifying existing software to operate a CFO and provide the electronic transfer of data from the current data system to the new data system."</p> <p>Does the Indiana system currently meet all of New Jersey's requirements or is development/enhancement required?</p>	<p>The Indiana software is equivalent to NJDHSS operating environment. The Indiana software is explicit to the State of Indiana, therefore, development, modifications and/or enhancements will be needed.</p>
11.	8	1.1	<p>This section states, in part, the following, "The project will involve providing and/or modifying existing software to operate a CFO and provide the electronic transfer of data from the current data system to the new data system."</p> <p>Does this mean the selected vendor is required to convert existing data? If so, how much data exists that needs to be converted? In what format is the data to be converted?</p>	<p>The project involves providing the electronic transfer of data from the current data system to the new data system.</p> <p>Data collected for December 1 federal reporting exists in Access for 8,000 to 9,000 child records.</p>
12.	8	1.2	<p>This section states, in part, the following, "On December 1, 2002, federal child count reported that there were a total of 14,000 children receiving services and support through the EIS during the previous State fiscal year."</p> <p>According to the 2002 Annual Report of the NJ State Interagency Coordinating Council (SICC), the number of referrals in 2002 was 9,484 with 5,633 exiting. The Report further states that the number of referrals in creasing each year; assuming the exit rate remains static (proportional to the number of children entering the program each year and those aging out, etc.), can it be "assumed" that 14,000 is a baseline number for projecting future activity?</p>	<p>Yes, the 14,000 is a baseline number for projecting future activity.</p>

#	Page #	RFP Section Reference	Question	Answer
13.	8	1.2	<p>This section states, in part, the following, "Part C Early Intervention (EI) services are currently provided through a contractual arrangement with 21 County Special Child Health Services Case Management Units (SCHS-CMU) and 44 designated Early Intervention Program (EIP) provider organizations that together represent the current EI service delivery system. These 65 organizations have approximately 550-600 full-time equivalent positions provided by full and part time practitioners (either employed or contracted) serving children and families in the New Jersey system."</p> <p>Could all 550-600 FTEs potentially submit claims for reimbursement? If no, who/what are the billing entities? How many billing agents are there in the current network? What is the claim transaction volume per day/per month? According to the 2002 Annual Report of the New Jersey State Interagency Coordinating Council (SICC), only 11 services were rendered for Psychological Services, Transportation, and Assistive Devices. How many of the 9,351 services rendered in the category of Speech Instruction, Speech-Language, Physical Therapy, Occupational Therapy, Vision, Assistive Technology, Audiology, etc. resulted in the transmittal of a claim?</p>	<p>No, all 550-600 FTEs will submit claims through an approved EIP provider agency under a Letter of Agreement with the state. In NJ, only agencies and not individuals may enroll as EIP providers.</p> <p>Currently there are 69 EIP agencies that would be billing through the CFO. This number will continue to increase with new EIP provider agencies. The 21 SCHS-CMU will remain under a grant system with the state and will not be submitting claims through the CFO.</p> <p>Claims transaction history is not available.</p>
14.	8	1.2	<p>This section states, in part, the following, "Effective July 1, 2003 the provider system began moving from the current designated grant system to a vendor based system of service delivery that will allow additional organizations meeting the Part C early intervention credential requirements to participate within the Part C early intervention system."</p> <p>Have additional service providers begun submitting claims effective July, 2003? If yes, how has the number of transactions changed or anticipated to change? Has FACTORS software been implemented? Is there a required interface that would have to be built by contractor?</p>	<p>Yes, EIP providers approved under a letter of agreement with the state have begun to submit claims.</p> <p>Claims transaction history is not available for comparisons.</p> <p>FACTORS software was under development and used for the federal report for December 1, 2001. It is no longer maintained and will not require an interface to be built.</p>

#	Page #	RFP Section Reference	Question	Answer
15.	8	1.2	<p>This section states, in part, the following, "The software necessary to operate a central finance office may be provided by the State of New Jersey through a license agreement with the State of Indiana. . . .The contractor may use other software with equivalent or better features and functionality, subject to prior approval of such software by the Director and execution of appropriate licenses."</p> <p>Is there an expectation that RFP response will declare preference? If preference is to use contractor's own software, where in the award process will be the steps to obtain prior approval? If preference is to use Indiana's software, is it anticipated that a license agreement will be fully executed within the 40-day implementation period?</p>	Yes, the RFP must declare preference to use the contractor's own software and include the steps to implement within the forty day period.
16.	8	1.2	<p>This section states, in part, the following, "The contractor shall be responsible for modifying and configuring the software to meet the State's business requirements."</p> <p>Has the DHSS already identified the need for modifications?</p>	Please refer to page 15 of the RFP 3.1 Task 1, A. List Table Changes. There are 28 tables listed that will need updates to be specific to the State of NJ.
17.	8	1.2	<p>What software is currently being used to perform this function, Has the Indiana software been used by NJ in the past? How much investigation was done to insure that it fits NJ requirements?</p>	<p>NJ does not currently have software to perform this function.</p> <p>No, the Indiana software has not been used in NJ.</p> <p>The Part C Coordinator has participated in presentations on the Indiana software. The Indiana software provides the components and information needed to implement the NJEIS.</p>
18.	8	1.2	<p>How is the contract processed now – is there a CFO in place? Who has the contract?</p>	The State does not have a CFO or contract in place.
19.	14	2.2	<p>Regarding Contract Specific Definitions: What official State Holidays are included as part of the definition of "working day"?</p>	<p>Currently, official State holidays consist of the following:</p> <ul style="list-style-type: none"> • New Years Day • Martin Luther King, Jr.'s Birthday • Lincoln's Birthday • Washington's Birthday • Good Friday • Memorial Day • Independence Day • Labor Day • Columbus Day • Election Day • Veteran's Day • Thanksgiving Day • Christmas Day
20.	15	3.0	<p>Who is doing the work on the current data system? Also what is the format of this data?</p>	The current data system is a paper process, aggregated data using Excel and December 1, point in time data entry into Access.

#	Page #	RFP Section Reference	Question	Answer
21.	15	3.0	Has there been an official HIPAA determination of how the state deems themselves as a covered entity?	HIPAA determination is in process.
22.	15	3.0	If REIC makes mistakes during data entry or does not transmit data in the proper or timely fashion how does the contractor rectify the situation?	Contact the State Contract Manager.
23.	15	3.0	Who has responsibility of the integrity of the data if the data does not originate with the contractor? What is the contractor liability in terms of incorrect data?	The state is responsible for the integrity of the data entry, not the CFO. The CFO is responsible for the integrity of the performance standards and deliverables.
24.	15	3.0	In pricing different functions since there is a fixed monthly price and there is no estimate of volume on some of the activities how is it to be estimated? How many authorizations, how many claims? If the estimates for help-desk far exceed the numbers (50 calls a week) how does the contractor change the fixed price?	Claims activity and transaction history are not available. However, helpful information is provided in the RFP, section 1.2 Background. The estimated universe of eligibles can be used to develop pricing. The monthly price proposed is firm fixed and all inclusive for the specified tasks. The State is estimating an average of approximately 50 calls per week. The bidder should consider this number in determining its price. If a situation arises that significantly changes this premise, it may be addressed at a later date with the contractor.
25.	15	3.0	Does the Indiana software currently contain any user documentation that could be used as the basis for the contractor's manuals that are required?	Yes, the Indiana software contains documentation that could be used as the basis for the contractor manuals required.
26.	15	3.1	This section states – "The contractor shall maintain and load all versions of the software on the server." Please identify any software requirements that may be required in addition to Table 1 on page 16.	There are no additional software requirements known at this time.
27.	15	3.1	The current revisions to New Jersey's plan for participation in Part C of IDEA, currently in public comment, calls for a monthly family cost share for families with income more than 150% of the federal poverty level. Will the CFO contractor be responsible for billing for this cost share? If so, is the Indiana system currently capable of handling this calculation and billing? If not, will the state be expecting the CFO contractor to make this modification to the system? Also, can the state provide data on what percentage of the enrolled participants will fall into this category?	Yes, the CFO will be responsible for billing the cost share to families. The Indiana Software recently added the modules for family cost share. Modifications will be needed to make the software NJ specific. The state does not have data on percentages of enrolled families that fall above the 150% FPL. General census data may be used to estimate this percentage.
28.	15	3.1	Can the state provide greater detail on the scope of changes that will need to be made to the tables listed?	No.
29.	15	3.1	Has the Indiana software been verified to insure that it can handle the tables and relationships discussed in task 1?	The Indiana software is designed to handle the tables and relationships discussed in task 1.
30.	15	3.1	Is the CFO expected to make the program change listed Authorization Crossover or will the change be made by state of NJ/Indiana?	The CFO is expected to make the change listed Authorization Crossover. It is preferred that the changes are made

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			Do the changes have to be in the language of the current software. Does making this change affect the software maintenance agreement?	in the same language. The State does not have a software maintenance agreement but the Contractor must follow the terms and conditions in the Indiana License Agreement.
31.	15	3.1.A	Regarding the data for the Tables that the Agency will provide, please clarify the format, application, and whether it will be electronic or not.	The Agency will provide the electronic data entry into the database using the system software.
32.	15	3.1.B	Does the state believe that it is necessary for the enrollments table modifications to be fully operational immediately upon implementation or can this capability be phased in at a later date?	The enrollment table is a significant link to the system and must be operational upon implementation.
33.	15	3.1	<p><u>Regarding Task 1 – System Implementation Period – Software / Application Programming & Testing:</u></p> <p>a. This section of the RFP specifies, “Software, documentation or other modifications may include, but are not limited to...” It appears to refer paragraphs A-E specified in Task 1, but how can we price or deliver such an open-ended requirement?</p> <p>b. Is there a complete list of modifications or a system features to work with?</p> <p>c. The RFP states that the contractor is responsible for loading software on the server.</p> <p>i. Does it refer to the State server or the server used by the CFO?</p> <p>ii. Could this mean that the contractor will be responsible for loading and maintaining the Indiana software on the State's server?</p> <p>d. P. 16 - Item D: Does the Indiana software meet the NJ standard?</p> <p>e. P. 16 - Why is disaster recovery covered in both Section 3.1 item E and Section 3.14 (p.26) item A?</p>	<p>a. Price this section on what is stated and if additional modifications need to be included refer to section 5.24 Additional Work and/or Special Projects.</p> <p>b. No.</p> <p>c. i. The CFO is responsible for loading the software on server used by the CFO, not the State's server.</p> <p>ii. No</p> <p>d. Yes, the Indiana software meets NJ standards. Disaster recovery covered in Section 3.14 was also added to 3.1 as an implementation requirement. This requirement should be tested and approved before implementation of the system.</p>
34.	15	3.1.C	Reference is made to more the one fiscal year. Will the Agency require current year and prior year or more than two years of data?	This reference requires that funding obligations for a specific fiscal year are used for billings in the same fiscal year.
35.	15	3.1.D	Part D states the Indiana software is “equivalent to NJDHSS operating environment.” From this, can it be assumed that if a proposer intends to leverage the Indiana software that this task will not be necessary?	Yes.
36.	16	3.2	Please clarify what software enhancements are being considered and why would this responsibility not be considered additional work (section 5.24).	Software enhancements are included in the monthly fee. No software enhancements are being considered at this time.

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37.	16	3.2	Who in the state of NJ will make other the software changes – if changes have bugs how can the contractor fix the price? Task 3.2	The State will not make the changes in the code – this will be done by the contractor. The contract may submit a proposal for additional work and/or special projects cited at 5.24.
38.	16	3.2	<p><u>Regarding Task 2 – Software Updates / Revision:</u></p> <p>a. May we have a copy of HINT Requirements? Are they State requirements?</p> <p>b. In order to develop and price a proposal, we will need source code from Indiana so we can determine what, if any, modifications need to be made to satisfy HIPAA and HINT requirements. How is this going to be available?</p> <p>c. Has the State established standards relating to the implementation of HIPAA confidentiality requirements that would prevent a contractor from using an Internet Service Provider (ISP) to "house" the CFO server?</p> <p>d. The last sentence in the paragraph; "The state shall be responsible for providing the software enhancements and the contractor shall be responsible for incorporating the enhancements into the existing system."</p> <p>i. Does that mean the state delivers the documentation for a requirement or specified feature, and the contractor develops the software modifications needed to meet those requirements or specified features?</p> <p>ii. How many changes of what magnitude will be required monthly? How will we price such an open-ended citation?</p>	<p>a. A copy of the HINT requirements are located at this web-site http://www.njleg.state.nj.us/9899/Bills/PL99/154_.PDF HINT requirements are State requirements. HIPAA supercedes the HINT requirements.</p> <p>b. The Source Code is only available to the community of licensed users and their contractors for the purpose of internal deployment. It can not be released to potential bidders.</p> <p>c. The State is in the process of HIPAA determination.</p> <p>d. i. Yes ii. This information is not available. The State does not currently have any enhancements.</p>
39.	16	3.2	Can the state provide a copy of the HINT requirements?	A copy of the HINT requirements are located at this web-site http://www.njleg.state.nj.us/9899/Bills/PL99/154_.PDF

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40.	17	3.3	<p>Regarding <u>Task 3 – User Manuals & System Generated Documents</u>:</p> <p>a. How many user manuals are there?</p> <p>b. Does the Indiana system already have all the user manuals and so they just require updates according to the changes made for New Jersey under this contract?</p> <p>c. In what format do the user manuals exist today?</p> <p>d. Is there a definition of system-generated documents?</p> <p>e. What format are the current Indiana manuals in?</p> <p>f. Are they available electronically (in a softcopy format that may be re-used)?</p> <p>g. Do they meet the definition of complete and easy to read?</p> <p>h. Do they simply have to be updated for NJ?</p> <p>i. If the list of system-generated documents is not limited to those cited in 3.3B, then how are we to price the effort?</p> <p>j. What other documents will there be?</p>	<p>a. Manuals are available on the different components of the CRO including but may not be limited to Provider Enrollment, Provider Billing, SPOE, and Personnel. Publications for the Indiana system may be viewed at http://www.in.gov/fssa/first_step/pubs/</p> <p>b. The contractor may need to create manuals as the Indiana system may not have all the manuals required. The user manuals on the Indiana System will require changes.</p> <p>c. NJ documents are designed in PDF and Word.</p> <p>d. System generated documents include but are not limited to manuals, reports, authorization forms, claim forms, billing notices, delinquent payment notices, enrollment applications, etc.</p> <p>e. User manuals can be found in Word Format.</p> <p>f. The user manuals are available electronically.</p> <p>g. The manuals appear to be complete and easy to read.</p> <p>h. The manuals will require in-depth review to determine the extent of revisions needed for the NJ EIS. After the changes are made to the source code the Indiana user manual can be updated for NJ.</p> <p>i. Bid using the documents listed. If additional documents are needed submit a proposal for additional work.</p> <p>j. There are no additional documents known at this time.</p>
	17	3.4	Regarding training requirements, who are the “selected users” mentioned in the second paragraph?	The selected users referred to in this section are the REIC and SCHS-CMU staff.
41.	17	3.4	Does the Agency expect the number of training manuals needed to be limited to around 50 and could these manuals be on a CD rather than printed?	Yes, approximately 50 manuals will be needed in the first year of the contract and approximately 12 the following years. The manuals must be printed and also in an accessible format for posting to the NJEIS web-site.
42.	17	3.4.A	Do user manuals currently exist and if so, in what format are they?	The user manuals are in Word Format.
43.	17	3.4	The RFP states, “The contractor shall conduct (2) training sessions in each of the four (4) REIC’s in the first year of the contract...The	Yes, the State estimates forty-eight (48) staff to be trained.

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			state estimates up to six (6) trainees per training session." From this, can proposers assume that there is a total of forty-eight (48) staff to be trained?	
44.	18	3.5	What is the purpose, agenda, and desired outcome from the mandatory onsite visits?	The mandatory on-site visit are to meet concerning the progress of the system, overall quality of operations, workflow, identify problem areas or special projects etc.
45.	18	3.5	How many of the NJDHSS sites are considered to be in the "Trenton area" since site visits are "limited" to the Trenton area.	The sites referred to are not the REICs or the Case Management Units. The mandatory onsite visits are meetings with the contractor and the State Contract Manager.
46.	18	3.6	Does the state anticipate the CFO contractor to operate a physical office accessible to providers or others? Does the state have any requirements on where any program offices must be located (including back office operations)?	The State does not require a specific location for the CFO contractor to operate their office.
47.	18	3.6	<p>Regarding <u>Task 6 – Management and operation of CFO & Management of electronic interface</u>: (Also, Sec 3.10 (p. 24, Sec 4.4.4 (p.33), and Attachment 4 (p.53-58))</p> <p>a. Is pricing constant over the years?</p> <p>b. Is there a way to account for growth in the program and the resultant impact on CFO costs?</p> <p>c. p.19 – Is the contractor is to choose, build, and maintain the “single, internally consistent statewide database”? Or, does that database already exist? If it already exists, what is it (Oracle, DB2, SQL, etc.)? What is the interface for the contractor to that database (web-based, etc.)?</p> <p>d. p.19 – Task 6 Item B:</p> <p>i. Does the contractor receive electronic transmission files from the SCHS-CMU units?</p> <p>ii. If no, who is responsible for making sure that the transmission of data occurs between the SCHS-CMU's and the REIC's?</p> <p>e. p.19 – Task 6 Item C:</p> <p>Paragraph 3: Please define the relationship between the “sliding fee scale” and “the maximum rate established”.</p>	<p>a. and b. No, the growth of the program varies. It has increased approximately 15 to 20% in any given year.</p> <p>c. The contractor is to choose, build and maintain the database. This database does not exist presently. However, if you choose to use the Indiana Software, that server is a SQL. The contractor will develop a database or modify the Indiana software which the contractor will maintain on their server.</p> <p>d. Yes, the contractor will receive electronic transmissions from the SCHS-CMU's. The state will be responsible for ensuring the transmission of data between the SCHS-CMUs and REICs.</p> <p>e. The sliding fee scale determines the family cost share for payment of services. The fee-for-service rate established for providers is the rate the providers are paid. The relationship is that the family cost share will be the “actual cost of services” determined by the fee-for service rate or the family cost share determined by the sliding fee scale, which ever is less.</p>
48.	3.6.A	18	In the next to last paragraph, the RFP indicates an approximate number of potential records is 14,000 but some will be identified as not eligible. Can the agency provide further quantification of the number of estimated eligible children so we can more closely estimate potential costs (for example,	The 14,000 represents the projected SFY 2003 cumulative total number of eligible children served under an IFSP between July 1, 2002 and June 30, 2003. This number does not include children referred and closed for a variety of reasons including not being eligible. The point in

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			the number of EOBs to be sent monthly).	time data snap shot is over 8,000 eligible children receiving IFSP services.
49.	3.6.A	18	<p>The RFP references 14,000 child records processed annually. Can the state provide more detail in this area? Specifically, can the state provide the following estimates:</p> <ul style="list-style-type: none"> • # of claims per year • # of accepted versus denied claims • # of claims per child • average cost per claim 	The state does not have data available that could be used for these estimates.
50.	3.6.A & B	18-19	The RFP references a “statewide database that will be operated and maintained by the contractor.” Is this database part of the functionality of the Indiana system or is it a separate data repository that must be built by the CFO contractor?	Yes, the database is part of the functionality of the Indiana system.
51.	3.6.B	19	The last sentence talks about “communications software” – please clarify by what is meant by this.	The communication software referenced is referring to the capability of electronic data transmissions via the internet.
52.	3.6.C	19	Does the Indiana System have the capability of issuing EOBs or will the contractor need to develop?	Yes, the Indiana System has the capability of issuing EOBs. Modifications will be necessary.
53.	3.6.C	19	<p>Similar to the question 50 above, can the state provide estimates for the following:</p> <ul style="list-style-type: none"> • # of Pre-Authorizations per year • # of Explanation of Benefits per year 	The state does not have data available that could be used for these estimates.
54.	19	3.6.C	<p>Regarding this section that states, in part, the following, "Some services may be authorized by the SCHS-CMU prior to the development of the IFSP. The IFSP is the authorizing document for IFSP Part C early intervention services."</p> <p>How are the services authorized prior to the IFSP? Will claims for these services be submitted to contractor? Is there an existing exception process in place to adjudicate these claims?</p>	Evaluation, assessment and initial IFSP meetings are the only services that may be authorized prior to the development of an IFSP. These claims will be submitted to the CFO for payment. The service coordinator will enter the dates that these services were completed which would authorize payment.

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55.	19	3.6.C	<p>Regarding this section that states, in part, the following, "Type of service, method, location, duration, number of occurrences and diagnosis are tracked and the dollar amount authorized shall be calculated.</p> <p>Contractor is required to "price" the IFSP at the time of the authorization. Pricing may require application of an "established sliding fee scale." Fee will be determined on a case-by-case basis, based upon recipient's income level; what information is available to Contractor to make these determinations?</p>	<p>The sliding fee scale determines the family cost share for payment of services. The fee-for-service rate established for providers is the rate the providers are paid. The relationship is that the family cost share will be the "actual cost of services" determined by the fee-for-service rate or the family cost share determined by the sliding fee scale, whichever is less.</p> <p>The family cost participation will be calculated by the service coordinator by data entry of the family income, family size and appropriately documented and allowable deductions. The contractor does not need to make these determinations.</p> <p>The contractor is responsible for calculating the monthly cost of services for each family based on services provided. Mailing the Explanation of Benefits (EOB)/billing information to the family that outlines the services provided and payment information. Processing all revenue received through family cost participation.</p>
56.	19	3.6.C	Please clarify the way the state desires the sliding fee schedule to work.	<p>The proposed sliding fee schedule is in the public comment stage at this point. The nineteen (19) tier family cost share system is based on Federal Poverty Levels (FPL). Each tier represents a 50% increase in the FPL.</p> <p>The family cost participation will be calculated by the service coordinator by data entry of the family income, family size and appropriately documented and allowable deductions.</p>
57.	19	3.6.D	What are the file format requirements (next to last sentence on page 19)?	The state has not determined a file format requirement for this activity.
58.	20	3.7	Will all providers be eligible for prepayment or can the Agency/contractor require a minimum payment level?	Advanced payments will be based on the State's history with the provider agencies. The Agency will determine the payment level.
59.	20	3.7	Does the Indiana System have the capability of issuing Remittance Advices or will the contractor need to develop?	Yes.
60.	20	3.7	The RFP makes reference to the contractor "making advance payments not exceed more than two (2) months of anticipated services." Under what scenarios will advance payments be made and how frequently will this scenario occur?	Advanced payments will be based on the State's history with the provider agencies. An advance payment is issued one time and then the contractor is responsible for reconciling the provider advance payment amount, positive or negative, at least every six (6) months to maintain a consistent available cash flow.

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61.	20	3.7	In regard to claims where more information is required, for how long does the state wish to keep claims open pending receipt of additional information before closing or rejecting the claim?	The state will establish a time frame for keeping claims open or pending at a later time.
62.	20	3.7	In the state's experience, what is the volume of all claims received that are incomplete and require additional information?	The state does not have experience or data available on claiming.
63.	20	3.7	Does the state believe that it is necessary for the prepayment functions to providers to be fully operational immediately upon implementation or can this capability be phased in at a later date?	In most instances the state will have provided the initial advance payment to approved agencies. However, any requests from the contractor to extend timelines for implementation of tasks must be negotiated with and receive prior approval from the state.
64.	20	3.7	Is it the state's intention for the bidder to be able to receive electronic claims in the 837 compliant format only?	No, you may receive the data in a standard format but it must be HIPAA compliant.
65.	20	3.7	How are the reimbursement rates to providers constructed?	The Department of Health and Senior Services contracted for a Cost and Time Study for the establishment of the reimbursement rates. The contractor will not be expected to do work on reimbursement rates.

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66.	20	3.7	<p>Regarding Section 3.7, <u>Manage and Operate a CFO/ Operation of a claims payment system</u>:</p> <p>a. Paragraph 2:</p> <p>It appears that the contractor must upfront the cash to pay providers between the 15th day of month 1 and the 14th day of month 2. Is this accurate?</p> <p>b. Paragraph 3:</p> <p>i. Sentence 4 – “The SCHS-CMU personnel shall enter the information necessary to generate an authorization.” Does this mean that authorizations for initial E&A and IFSP team meetings will be done through data entry at the SCHS-CMU’s and that all IFSP authorizations and other related activity will be done at the REIC’s?</p> <p>ii. Sentence 10 - “The contractor shall draw down funds from the independent financial institution... to pay agencies...”</p> <p>1. Please explain sentence 10;</p> <p>2. Please explain the term “prepayments”</p> <p>iii. Sentence 11 – “The contractor will make advance payments not to exceed more than two (2) months of anticipated services based on history with the existing providers.”</p> <p>1. Who makes the determination, the state or the contractor?</p> <p>2. If the provider closes shop, will the contractor be liable for the advance payment of services not delivered?</p> <p>c. p.21 – Regarding fraud detection and prevention:</p> <p>i. What percentage of payments historically has been found fraudulent?</p> <p>ii. Will there be a formally defined relationship between the CFO, SCHS-CMU, REICs and the service providers?</p> <p>d. Does NJ have unclaimed property recovery / filing regulations that the CFO would be responsible for?</p>	<p>No, the contractor is responsible for establishing an account with an independent financial institution that will be used by the state to set up funding to pay providers. The contractor will use this money to make payments to the providers.</p> <p>b. i. Yes.</p> <p>The contractor is responsible for establishing an account with an independent financial institution that will be used by the state to set up funding to pay providers. The contractor will use this money (draw down) to make payments to the providers.</p> <p>Prepayment is an advanced payment made to the provider not to exceed more than two months of anticipated service costs that has been based on history the State has with the provider.</p> <p>That State will determine the advance payment based on the history the provider has with the State.</p> <p>If a provider closes shop, the State will be liable for any balances that can not be reconciled against outstanding claims.</p> <p>This is a new system, there is no history of fraudulent payments.</p> <p>The relationship between the CFO, SCHS-CMU, REICs and the service provider is that the SCHS-CMU and the REICs submit data to the CFO, the CFO generates an authorization to initiate services which will be sent to the SCHS-CMU, REICs and the provider.</p> <p>Yes, New Jersey has unclaimed property regulations that you can find at the following website http://www.state.nj.us/treasury/taxation/pdf/4630b.pdf</p>

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67.	21	3.7	Is the CFO required to collect copayments?	The CFO is responsible for implementing the family cost share billing and collection.
68.	21	3.7	Regarding this section that states, in part, the following, "Funding sources that will be used to make payments to the provider include family payments by check or credit card and Medicaid. Funding sources will be phased in beginning with State and federal funds." Will contractor have available the required family contribution information to determine what to pay to the provider?	The family contribution does not determine the amount of money the contractor pays the provider. Providers are paid at the established rate for early intervention services. The CFO pays the provider and chases the collection from the family cost share.
69.	21	3.8	Under what scenario will the state choose to use a 3 rd party contractor versus the CFO contractor to execute funds recovery activities? What is the expected volume of accounts requiring collection by the CFO contractor?	The 3 rd party contractor will be used for the funds recovery activity only if the State is required to use a 3 rd party contractor based on a previous contract with the State of New Jersey. The State does not have history on the volume of accounts requiring collection.
70.	21	3.8	How will collection activities be coordinated between the two contractors?	The CFO will electronically transmit fund recovery data (as listed on page 21) to the third party contractor.
71.	21	3.8	Regarding this section that states, in part, the following, "The State shall have the option to use a third party contractor to perform private fund recovery activities." Contractor must declare preference in order to appropriately bid the contract. If contractor submits bid assuming full service fund recovery activities, could State subsequently opt to use third party contractor? If yes, would Contractor then be disqualified from the bidding process?	The contractor must submit two separate bids. One bid for full service and another bid using the third party contractor. The contractor does not declare a preference.
72.	22	3.8	Regarding <u>Task 8 – Manage and operate a CFO / Fund Recovery activities</u> : a. How is the contractor to foresee and price the other interfaces that might be required for fund recovery? b. Notices of delinquent payment are made on state stationary. Will the stationary be provided by the state? c. Does the state have historic levels of bad debt and recovered funds (Percentage and dollar amounts per year)?	a. If other interfaces are required for fund recovery that were not included in the original pricing, the contractor may submit a proposal for additional work and/or special projects cited at 5.24. b. State stationary is not required for the Notice of delinquent payment. c. No, the State does not have history of bad debt or recovered funds.
73.	22	3.8.A	Top sentence should clarify the format and details to be required.	The minimum data requirements are listed on page 21. The third party contractor will need to be involved in deciding the format for data transfer.
74.	22	3.8.B	What is the source of the data that would be necessary to determine the need to recoup funds from 3 rd parties? Will this information be included in the IFSP or will it be provided by some other source?	The service coordinator will be responsible for obtaining and entering into the database information needed to recoup funds from third parties

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75.	22	3.8.B	In this scenario, where do the payments made by the families, private insurance companies, appropriate State agency, etc. go?	The contractor shall establish an account with an independent financial institution. All the payments will be deposited in this account and will be used to fund the early intervention system.
76.	22	3.8.B	Will family billing be based off of the Indiana model?	The family billing process will be based on the Indiana model with modifications.
77.	22	3.8.B	<p>"The CFO (contractor) shall prepare the information necessary for fund recovery activities. The CFO (contractor) shall bill and collect funds from families, private insurance companies, appropriate State agency and/or other payment sources."</p> <p>According to the Provider Handbook (Early Intervention Medicaid Program) "...early intervention claims will be processed without regard to private health insurance..." Does this imply that full fund recovery will be new to providers? If yes, does DHSS have built in expectations regarding anticipated recovery? Has DHSS performed any interventions based upon the 2001 recommendations in the Annual Performance Report that there should be implemented ". . . incentives to providers to capture third party reimbursement and funding sources?</p>	<p>No, providers have not been involved with the billing for services.</p> <p>The state early intervention system is addressing the recommendations outlined in the annual performance report through a Part C steering Committee.</p>
78.	22	3.9	<p>Regarding this section that states, in part, the following, "The State shall have the option to use a third party contractor to perform Medicaid fund recovery activities."</p> <p>Contractor must declare preference in order to appropriately bid the contract. If contractor submits bid assuming full service Medicaid recovery activities, could State subsequently opt to use third party contractor? If yes, would Contractor then be disqualified from the bidding process?</p>	<p>No, the contractor should not declare a preference. The contractor must submit a bid with options, using the third party contractor and not using a third party contractor.</p> <p>Yes, the state may opt to use a third party contractor. If the bidder declares a preference they would be disqualified from the bidding process.</p>
79.	22	3.9.A	Is it the state's intent for bidder to submit claims to Medicaid within (2) working days of receipt of information from the REIC? Is Medicaid the payer of last resort?	No, it is not the state's intent that the contractor must submit Medicaid claims within two (2) working days of receiving information from the REIC. The contractor must submit Medicaid claims within ten (10) working days of receiving information from the REIC. Medicaid is not the payer of last resort. Part C funds are to be used as payer of last resort. Federal and State regulations require that any and all other resources be utilized toward the cost of services, Part C funds are last resort.
80.	23	3.9.A	Does the Indiana System have the capability of generating 1500s or electronic billing in compliant 837 format?	The State does not have this answer.

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81.	23	3.9.A	In this scenario, where do the payments from Unisys go?	Medicaid reimbursement is transferred from DHS to DHSS. DHSS will transfer funds to the independent financial institution.
82.	23	3.9.A	Regarding this section that states, in part, the following, "The current Indiana software uses a crosswalk system to transform the codes billed by providers to appropriate Medicaid billing codes. Each delivered service record is cross-walked to an appropriate code, and then billed in the specified Medicaid format. In New Jersey, codes billed by the rendering service providers will be collapsed from approximately 100 codes to 5-7 Medicaid billing codes." Does the Indiana crosswalk system meet NJ business requirements? If contractor elects to implement its own software solution, can the logic be replicated?	The Indiana crosswalk system would need to be reviewed and modified to meet NJ requirements. It is not known if the logic can be replicated.
83.	23	3.9	Regarding <u>Task 9 Medicaid Billing Requirements & Fund Recovery</u> : a. Please clarify if Indiana will have 837 and other HIPAA compliant formats by the time a contract is awarded for the CFO. b. Will the contractor verify Medicaid eligibility by accessing a state database? c. Will paper claims come into the CFO on NSF 1500 version 3.1 or will the contractor have to transfer all incoming paper claims to that format?	The Indiana System complies with HIPAA EDI requirements. Yes, the State designates a Department of Human Services' approved vendor to perform that function. The contractor may receive paper claims or electronic claims. The contractor may need to transfer the information to the required formats.
84.	23	3.9.B	Regarding this section that states, in part, the following, "The CFO (contractor) must verify Medicaid eligibility and process claim[s] within two (2) working days after receipt of data from the REIC." The Annual Performance Report for Fiscal Year 2001 included a recommendation that there be "...more aggressive pursuit of Medicaid reimbursement. . ." Have there been system modifications already implemented to increase the recovery from Medicaid? Does the two (2) day turnaround time include both eligibility verification and coordination of benefits?	The early intervention system has implemented activities to increase collection of monies from Medicaid and other resources to fund the early intervention program. The CFO must verify Medicaid eligibility and process claiming within 10 working days after receipt of data from REIC.
85.	23	3.9.B	Please review the timing for verification of Medicaid eligibility and claims processing, especially the requirement of within two working days after receipt of data from REIC. Why isn't the timing requirement based upon when a claim is received from the provider?	The contractor must submit Medicaid claims within ten (10) working days of receiving information from the REIC

#	Page #	RFP Section Reference	Question	Answer
86.	24	3.10	<p>Regarding this section that states, in part, the following, "The CFO (contractor) shall process individual and provider agency enrollment applications according to the administrative requirements established by the Agency. Currently, the Agency has forty-three (43) existing early intervention program provider agencies with a range of 600-700 individuals, twenty-one (21) SCHS-CMUs. As of December 1, 2002, 620 full-time equivalent (FTE) positions were reported. It is estimated that provider enrollment may increase by 10-15% during the term of the contract."</p> <p>The number of EIPs differs slightly from the number reported in 1.2 "Background." What is the number of provider records that would have to be converted by Contractor?</p>	<p>Currently there are 69 EIP agencies that would be billing through the CFO. This is an increase resulting from new provider agencies receiving letters of agreement with the state effective July 1, 2003. This number will continue to increase with new EIP provider agencies. In addition, the number of practitioners (FTEs) will also increase.</p> <p>The 21 SCHS-CMU will remain under a grant system with the state and will not be submitting claims through the CFO.</p> <p>Data collected for December 1 federal reporting in Access is projected to include 8,000 to 9,000 child records that would be converted by the Contractor. Practitioner information does not exist in an electronic format and will not require conversation.</p>
87.	24	3.10.A	Please clarify how many provider enrollment training sessions will be required of the contractor.	A minimum of four, one in each region of the state.
88.	24	3.10.A	The current state EIS website explains that the state does not enroll individual providers, only agency level providers. Does the state anticipate a change in this rule? If not, is the 10-15% expected annual growth rate referring to enrolled agencies only and will the CFO contractor have any responsibility for tracking staff level data for the provider agencies?	<p>No, the state is not anticipating a change in the rule.</p> <p>The 10 – 15% expected annual growth rate refers to agencies as well as practitioners. The CFO is responsible to maintain the EIS website Matrix of the enrolled providers and practitioners. The CFO is not responsible for tracking staff level data for the provider agencies.</p>
89.	24	3.10.A	How many provider billing training sessions does the state desire initially? How often will additional sessions be necessary throughout the course of the contract?	A minimum of four, one in each region of the state initially. If additional training sessions are needed during the course of the contract, the CFO would submit a written proposal under section 5.24 Additional Work and/or Special Projects.
90.	24	3.10.A	<p>What is the preferred method for the surveys, paper, on-line, etc...</p> <p>Will the bidder be responsible for consolidating the results of the surveys?</p>	On-line surveys are preferred because they cost effective and timely. The CFO will be responsible for consolidating the results of the surveys.
91.	24	3.10.B	In regard to the requirement that the CFO contractor prevent providers who have failed to renew or had their licenses revoked from enrolling, will the state be providing this licensing information or is it expected that the contractor will establish links with the various licensing agencies to obtain this information?	The contract will establish links with the various licensing agencies. Please refer to page 24 Task 10 B of the RFP.
92.	25	3.11	Can the state provide greater detail on the reports needed such as number, type, and frequency?	No, the state is not in a position to provide greater detail. Reporting requirements are included throughout the RFP.
93.	25	3.12	Will the contractor be responsible to maintain the entire NJEIS web-site or just the portion related to CFO activity?	The contractor will be responsible for the portion related to CFO activity.

#	Page #	RFP Section Reference	Question	Answer
94.	25	3.13	Is it correct to understand that the help desk should be available Monday through Friday, 8:00 am –5:00pm EST?	Yes, the help desk must be available during business hours 8 a.m. to 5 p.m.
95.	25-26	3.15	Regarding the monthly reporting, what are the data and format requirements?	The monthly report must contain the data that is listed in Task 15 on page 26 and 27 of the RFP. The contractor should design the report format in accordance with 3.3 Task 3 (page 17).
96.	26	3.13	Please clarify the expectations of “real time access to help desk logs”.	The state requires the contractor to provide a helpdesk log/report within one business day of request.
97.	26	3.14	<p>The DHSS is looking for the contractor to provide the backup and recovery of the system, not just the plans. What type of backup and recovery system and site is the State seeking?</p> <ul style="list-style-type: none"> • Hot Back/Real Time? • Cold Backup? • In State/Out of State Backup Requirements? • How Long to Backup? 	The state has not required a specific back-up and recovery system.
98.	33	4.4.3.7	Can the bidder submit a Dun and Bradstreet rating in lieu of a bank reference?	No, the bidder must submit the data requested in this section (4.4.3.7).
99.	34	5.2	Is 15% performance bond for one year of the contract or for three years? So if for example if the bid is 1MM a year, is 15% required of 3MM or 1MM?	<p>This section has been modified; see part 2 of this addendum.</p> <p>In the first year of the contract the contractor shall be required to submit a performance bond in the amount of 15% of estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond is calculated by applying the established performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.</p>
100	34	5.5	What is the anticipated contract effective date?	The State anticipates the effective date of the contract should be approximately late February or early March 2004. Bidders, however are cautioned that should unanticipated delays be encountered the effective date of the contract could be postponed beyond early March.

#	Page #	RFP Section Reference	Question	Answer
101	38	5.19.1	Regarding <u>Operational Start Date – Performance Requirements</u> : (Also, Section 3.1D (p.46)) Telephone lines alone might have an 8 week lead time. Is the 40-day implementation period negotiable?	Telephone lines are in place in New Jersey and would not require an 8 week lead time.
102	44	6.3	Regarding <u>Evaluation Criteria</u> : Please expand. How will each criterion be weighted?	Prior to the bid opening date, the Evaluation Committee will determine the evaluation criteria and weights. The weighting for each criterion will remain confidential until the Committee Evaluation Report is released to the public.
103	78	Attachment A	<u>Under Development, Electronic Providers (under development)</u> : (Also, Attachment A (p.79), <u>HIPAA (under development)</u> and Attachment A (p.80), <u>Fund Recovery (under development)</u>) a. Will functionality currently under development be completed by the time a contract is in place? b. Will the HIPAA compliant features be added by October 16 th ?	a. HIPAA, Electronic Providers, and Fund Recovery components are completed. b. Yes
104	60	Appendix 1	If the bidder wishes to submit alternate language to the State's terms and conditions, what section would be appropriate for the bidder include this?	Bidders are cautioned taking exception to the State's terms and conditions may render a bid proposal non-responsive. Consequently, the bidder's eligibility for contract award may be jeopardized. However, should a bidder wish to submit alternate language to the State's terms and conditions, they should be prominently presented in the bidders cover letter.
105	68	Appendix 3	Can we get the Source Code for the various components?	No, the Source Code is available to the community of licensed users and their contractors only.
106	68	Appendix 3	If we can get the Source Code how much documentation is with the Source Code?	No, the Source Code is available to the community of licensed users and their contractors only.
107	68	Appendix 3	Is the documentation inside the code itself or outside of it? or both?	Unknown.
108	68	Appendix 3	Can we see the source code ahead of time?	No.
109	68	Appendix 3	Numerous items are listed as 'under development' in the bid package. Is there a projected completion date for these items? Or are they already completed?	HIPAA, Electronic Providers, and Fund Recovery are completed.

PART 2

Early Intervention System, NJDHSS, Bid Number 04-X-36179

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	34	5.0	Delete the title of 5.0 from " Contractual Terms and Conditions " and replace with "Special Terms and Conditions"
2.	34	5.1	Delete the title of 5.1 from " Precedence of Contractual Terms and Conditions " and replace with "Precedence of Special Terms and Conditions"
3.	34	5.1	<p><u>Delete the second and third paragraphs of this section and replace with the following two paragraphs:</u></p> <p>Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions (see Appendix 1).</p> <p>In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.</p>
4.	34	5.2	<p><u>Delete the entire contents of this section and replace with the following:</u></p> <p>This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.</p> <p>For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP cover sheet is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.</p> <p>In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP cover sheet to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
5.	36	5.12	<p><u>Delete the entire contents of this section and replace with the following:</u></p> <p>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.</p> <p>Should the bidder anticipate bringing pre-existing intellectual property to perform any of the services required under the contract into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section shall prevail. 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, shall remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a perpetual non-exclusive, 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>
6.	22	3.9	Task 9A - Delete "two (2) working days and replace with "ten (10) working days.
7.	23	3.9	Task 9B - Delete "two (2) working days and replace with "ten (10) working days.
8.	41	5.19.10	Task 9 - Delete "two (2) working days and replace with "ten (10) working days.

PART 1

Early Intervention System, NJDHSS, Bid Number 04-X-36179

List of Attendees at the Bidders Conference on

	Company	First Name	Last Name	Address 1	Address 2	City State Zip
1.	Adroit Software & consulting Inc.	V	Ramesh	241 Emerson Plaza West		Emerson, NJ 07630
2.	American Management Systems	Keith	Evans	One Chase Plaza	36th Floor	New York, New York 10005
3.	Anthem Technologies, Inc.	Shawn	Shirasb	1405 Route 18 South	Suite 106	Old Bridge, NJ 08857
4.	BearingPoint, Inc.	Matthew	Bechert	One Radnor Corporate Center	100 Matsonford Rd., Suite 500	Radnor, PA 19087
5.	Carbell Billing & Consulting Svs. Inc.	Carol	Belgrave	1961 Morris Avenue		Union, NJ 07083
6.	Chenoa Information Svs., Inc.	Steven	Bishkoff	10 Parsonage Rd.	Suite 312	Edison, NJ 08837
7.	Computer Business Systems, Inc.	Roody	Blain	725 River Road	PO Box 33	Edgewater, NJ 07020
8.	Covansys	Lori	Barrett	7701 College Blvd.		Overland Park, KS
9.	Data Core Systems, Inc.	Tabita	Quigley	3700 Market Street		Philadelphia, PA 19104
10.	ESI/IMED	Christopher	Cook	20755 Barrington Avenue		Michigan, 48071
11.	Govt. Procurement Advisors	Joseph	Formica	174 Mt. Eyre Rd.		Washington Crossings, PA 18977
12.	Harmony IS	Rosemary	Conroy Hughes	2700 S. Quincy St.	Suite 500	Arlington, VA 22206
13.	Jam Consulting Inc.	Jomon	Kalaarickal	272 Conklintown Rd		Ringwood, NJ 07456
14.	Jems Software and Consulting	John	Molnar	230 Murry Ave		Yardville, NJ 08620
15.	KPMG LLP	Meghan	Watson	989 Lenox Drive	Bldg. 1 Princeton Pike corporate Center	Lawrenceville, NJ 08648
16.	Martek Solutions Inc	Sara	Chippis	52 First Street	2nd floor	Hackensack, NJ
17.	Maximus, Inc.	Jo-Anne	Dorsey	11419 Sunset Hills Rd		Reston, VA 20190-5207
18.	Merlin Telecommunications Inc.	Chandan	Bisaria	710 Tennent Rd.		Manalapan, NJ 07726
19.	NWEZE Group Interprises, Inc.	Chukwudi	usokwu	120 Bulced Rd.		Franklin Park, NJ 08823
20.	Pan Systems Engineering Inc	Rita	Pandya	44 Bradford Way		Voorhees, NJ 08043
21.	Pinnacle System's Inc	Gregory	McLendon	10 Corporate Place South		Piscataway, NJ 08854
22.	POD Inc.	Karleen	Goldhammer	971 Jefferson NE	Suite 101	Albuquerque, NM
23.	SIBA	David	Fulton	425 Amwell Rd.	Suite 2	Hillsborough, NJ 08844
24.	Solutions consulting Group LLC	Susan	Andrews	8 Monument Square lane	PO Box 218	Dover - Foxcroft, ME 04426-0218
25.	St. John Consulting Group	Gus	Pack			
26.	St. John's Consulting Group	Gary	Sheehan	33 Wood Ave. South	Suite 600	Iselin, NJ 05530
27.	Technosphere, Inc.	Nothmar	Noriel	155 N. Washington		Bergenfield, NJ 07621

				Avenue		
28.	TSC America	Sanat	Jethva	111 Wood Ave. South	2nd Floor	Iselin, NJ 08830
29.	UNISYS	Kaye	Morrow	12010 Sunrise Valley Drive		Reston, VA 20191
30.	YMS Management Associates Inc.	Joseph	Selig	160 Broadway		



State of New Jersey

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

JAMES E. MCGREEVEY
Governor

JOHN E. MCCORMAC, CPA
State Treasurer

November 7, 2003

To: All Pre-Bid Conference Attendees

Re: Early Intervention System, NJDHSS, Bid Number 04-X-36179
Original Bid Submission Due Date: November 6, 2003
Revised Bid Submission Due Date: November 14, 2003
Re-revised Bid Submission Due Date: November 19, 2003 (2:00 PM)

Addendum #3

This letter forms Addendum #3 to the Early Intervention System, NJDHSS RFP, 04-X-36179. This addendum makes two changes to the RFP.

1. The bid opening date has been postponed to **November 19, 2003, at 2:00 PM.**
2. On Price Schedule 2, page 54 of the RFP, there is a duplicate set of bid lines that must be deleted. Bidders should submit bid prices for a monthly firm fixed price on the first three bid lines for Contract Year 1, 2, and 3 on Price Schedule 2. **Bidders should insert NA or DELETED on the second set of bid lines for Contract Year 1, 2, and 3 on Price Schedule 2.** This second set of bid lines is redundant. Any bid prices submitted on this second set of bid lines will be disregarded and not calculated into the bidder's total bid prices.

This addendum also provides notice that Christine Weiland, Team Leader, Professional Services has assumed the duties of Steven Palmieri for this procurement. She is on vacation so I am sending this addendum to you on her behalf. You may contact me at 609-984-6241 or you may contact Christine Weiland at 609-984-6269 if you have any questions.

Sincerely,

Edward T. Cotterell

Edward T. Cotterell
Contract Procurement Specialist for
Christine Weiland, Team Leader,
Professional Services Unit