

REQUEST FOR PROPOSAL
(Invitation for Bids)

FOR

PAYMENT INVESTIGATION AND DETERMINATION,
ASSESSMENT

FOR

CLIENT AND LEGALLY RESPONSIBLE RELATIVES

DIVISION OF DEVELOPMENTAL DISABILITIES

DEPARTMENT OF HUMAN SERVICES

1.0 Purpose and Intent

The New Jersey Department of Treasury, Division of Purchase and Property is issuing this Request for Proposal (RFP) on behalf of the New Jersey Department of Human Services. This procurement will solicit bid response proposals from qualified contractors interested in assisting the Department of Human Services (DHS) for five (5) years in gathering, evaluating, investigating, and processing financial and demographic information pertaining to DHS developmentally disabled clients (clients) and/or their legally responsible relatives (LRRs).

The purpose of the annual assessments is to determine the ability of clients and/or LRRs to pay for the cost of care and maintenance of the Division of Developmental Disabilities (DDD) clients in accordance with a formula (the Treasury Formula) prescribed by the N.J. Department of Treasury. Based on the annual assessments, the contractor will be required to produce and furnish payment vouchers to the DDD client and/or the client's LRR for the purpose of submitting monthly payments.

The contractor will assess and annually re-assess eligibility and ability to pay toward cost of care. The contractor will not operate an accounts receivable/payment processing system.

Approximately 11,400 clients live in Division of Developmental Disabilities residential placements, with approximately 4,400 in developmental centers and approximately 7,000 in community and other residential arrangements. Currently, there are approximately 150 new placements a year and some clients in the care of DDD leave DDD responsibility. Total population has remained stable over the past several years. The annual number of new placements may increase over the life of this contract as bond and other sources of revenue are identified for placements.

Of the approximately 11,400 clients, the State is representative payee or currently receives payments from approximately 6,900 clients. Approximately 4,500 clients either pay nothing or are paying the counties.

Payment to the contractor will be based on a per case processed basis.

The DDD clients are served by these four (4) regional offices:

Northern Region Office (est. 2,517 clients and 82 LRRs)
Sussex, Warren, Morris, Bergen, Hudson, Passaic Counties,
North Jersey Developmental Center, Hunterdon Developmental Center;

Upper Central Region Office (est. 1,851 clients and 36 LRRs)
Essex, Somerset, Union Counties,
Green Brook Regional Center and North Princeton Developmental Center;

Lower Central Region Office (est. 2,895 clients and 84 LRRs)
Mercer, Middlesex, Ocean, Hunterdon, Monmouth Counties,
Woodbridge Developmental Center and New Lisbon Developmental Center;

and

Southern Region Office (est. 3,460 clients and 182 LRRs) - Burlington, Camden, Atlantic, Salem, Cape May, Gloucester, Cumberland Counties, Vineland Developmental Center and Woodbine Developmental Center.

In addition to the clients served by the four regional offices, approximately 750 clients are in purchase of care placements in and out of the State. There are an estimated 134 LRRs possible with this group. They have not been assigned to the Regions, but may be in the future.

2.0 Background

The Department of Human Services is charged with providing services, as appropriations permit, to eligible developmentally disabled persons. The developmentally disabled person is statutorily required to pay for the full cost of the services he or she receives from the Division of Developmental Disabilities. If the person or his/her estate are unable to pay for the full cost of such care, provision has been made to use an ability to pay formula to determine the amount that the individual can pay. This payment does not relieve the individual and his or her estate of the statutory liability for the unpaid portion of care and maintenance costs. Additionally, the LRRs of the person are statutorily liable for payment of a monthly amount based on an ability to pay formula.

The responsibility for conducting an investigation into the developmentally disabled client or LRR's ability to pay and settlement has been that of the county adjuster. Pursuant to recent changes in the law, effective January 1, 1996, DHS has responsibility for investigating and determining settlement and the ability to pay for care and maintenance. Additionally, DHS is responsible for collecting the payments once they are determined. DHS may deny or terminate services if required payments are not made.

3.0 Scope of Work

The contractor is required to do a thorough investigation, on an annual basis, of each client and LRR settlement, financial resources and ability to pay. This investigation may require going to the county seat and investigating tax and other records and conducting telephone or onsite interviews of the client, parents, guardian, outside representative payee and/or LRRs.

The contractor shall meet with the State Project Manager or his designee, as necessary, during the start-up of the contract. After start-up, meetings shall be held no less than quarterly or as deemed necessary by the State Project Manager.

3.1 Processing Schedule

The contractor shall complete approximately 4,000 assessments during the first six months of the contract. The contractor shall complete

approximately 7,000 additional assessments during the next six months of the contract.

During the second year of the contract the contractor shall complete the required annual reviews of clients and LRRs in the system as well as new admissions and their potential LRRs.

The total number of annual reassessments will be decreased in the third year and each subsequent year, for those clients where the State is the representative payee and there is no other resource for potential payment.

3.2 Processing Sequence

The DDD Intake Unit in each of the four (4) Regions will provide client/LRRs with Financial Data Packets (Packets) to complete and return to the Intake Unit when placement is imminent. The placement cannot be made unless completed Packets are returned prior to placement. If placement or an emergency placement (pursuant to N.J.A.C. 10:46B-3.3) has been necessitated, the Packet must be submitted within 21 calendar days or services will be terminated. Where the client has no living interested family (parents deceased, no siblings, etc.) the Intake Unit may assist the client in completing the documents. The Intake Unit must maintain a copy of the Packet and send a copy to the contractor.

The Contractor will receive the Packets from DDD Intake Unit when placement is imminent or placement has recently been made. Packets for the clients in the system may come from two sources;

- 1) the facility or placement if the State is payee of the benefits
- 2) the client, parent, guardian or outside payee of benefits.

The packet information may be transmitted to the contractor in one or any combination of the following:

- 1) electronic transfer
- 2) diskette
- 3) paper documents (includes facsimile)

3.3 Processing Procedure

Contractor shall conduct an investigation into the developmentally disabled person's settlement and financial ability to pay. The investigation shall provide for full financial disclosure of income, assets, resources and benefits. The contractor shall review settlement information on clients admitted during the last five years (approximate total of 750 clients), on new admissions (approximately 150 clients a year as of the effective date of the contract), and imminent placements. Settlement reviews or determinations shall be conducted during the first assessment of the client completed by the contractor.

Settlement determinations are done only once unless there is a dispute with the contractor's initial determination. Disputes will be resolved by the State Project manager.

The contractor shall be required to complete the first assessment and settlement determination within 90 days of receiving the completed package.

The contractor will be required to complete the assessment tasks within 90 days of the annual assessment date.

3.4 Processing Exceptions

Contractor shall note in the client/LRR records if information supplied is unclear or missing. Contractor may contact client/LRR by telephone, letter or in person to interview or confirm data. If client or LRR is non-responsive after three (3) documented attempts in 30 days, contractor shall notify DDD Intake Unit. The Intake Unit shall notify the client or LRR that compliance with request for information is a requirement for eligibility. The client or LRR shall be advised by the Intake Unit to immediately forward the information requested by the contractor directly to the contractor.

3.5 Determinations

Using a classification chart developed by DHS, based on NJSA 30:4-49 through 73, the contractor shall determine settlement. The settlement classification chart is attached hereto as Exhibit A. The settlement determination shall note State, County or No Settlement. The No Settlement category are those that do not meet criteria of having State or County settlement, as noted in Exhibit A. If county settlement has been determined, then the county must be identified. The contractor shall address questions concerning settlement issues to the State Project Manager for resolution.

3.5.1 The Contractor, using Treasury Formula Worksheets or other approved worksheets, shall compute the client and/or LRR assessments. The Treasury Formula manual dated January 1992 with annual updates is available for contractor review by contacting the State Project Manager. All data shall be computerized and in a format that can be downloaded (See Section 3.8).

3.5.2 The Contractor shall notify the client and/or LRR of assessments and the payment process. The form letter shall remind the client/LRR of the statutory requirements to make regular monthly payments and shall include a statement concerning the appeals process.

The form letter shall be approved by the DHS State Project Manager prior to being used or changed.

3.5.3 The Contractor shall generate payment booklet and forward to client/LRR within 3 weeks of determining payment amount. For those clients where the State is the representative payee, the contractor shall not issue payment booklets to the State.

3.6 Reporting Requirements

3.6.1 The Contractor shall prepare a monthly report that summarizes data base records delivered to the State during the reporting period. Monthly invoicing shall be limited to complete records delivered during the reporting period.

3.6.2 Each data base record must include the following information concerning each assessment:

Institution Name

Client Name Client Address Client Social Security Number
(Potential key field)

Date of Assessment Date of Placement Type of Placement

Health/medical Insurance Carrier Policy Number

Medicare No. Medicaid No. Date of Eligibility

ICF/MR Yes No CCW Yes No

Settlement State County (county name) None

Client Monthly Assessment EFT/Wire Transfer capability

LRR Name LRR Address LRR Monthly Assessment

3.7 Confidentiality and Security

All client or LRR files are confidential except as otherwise provided by law. The contractor and its employees must maintain this confidentiality. Client and/or LRR files or cases may be discussed between employees and supervisors in regards to the review process and computation of the required payment. As necessary, the contractor shall contact DDD and DHS employees to discuss specific cases. DHS and DDD staff may contact the contractor to discuss, review, and audit contractor records or files at anytime. All contractor records shall be open to all State auditors as required. A client or his or her guardian may request, in writing, access to the client's file. The LRR may request, in writing, access to the LRR portion of a client's file. Requests for access to client records by other than those indicated above shall be referred to the Director of DDD.

The contractor must certify that he or she is in compliance with all federal and State Privacy Acts and the rules and regulations issued pursuant to those Acts in the design, development, or operation of any system of records on individuals in order to accomplish a function which the contract may cover.

The contractor shall not develop lists of names, addresses or telephone numbers for distribution or sale to other agencies, companies, vendors or telemarketers. Only DHS and DDD may request that any lists be developed as part of the contract.

3.8 Contractor Data Base System

The contractor shall maintain all data received on the Financial Data Packets in an "ODBC" (open database connectivity) compliant database and allow DHS to run real-time reports against that database. For example, a database written in Oracle with appropriately assigned privileges would meet the State's needs.

3.8.1 The system shall sustain access for 20 concurrent DHS users.

3.8.2 The contractor must provide and install all equipment and software necessary to establish a 512kb committed information rate frame relay connection to one of three frame relay clouds supported by DHS in New Jersey. DHS will be responsible for connectivity from the frame relay cloud back to the DHS wide area network and to the personal computers that must access the system.

3.8.3 The contractor shall be responsible for obtaining legal TCP/IP addresses as they may require for the contractor's network equipment and personal computers. DHS will be responsible for obtaining legal TCP/IP addresses for the State's network equipment and personal computers.

3.8.4 The Division of Developmental Disabilities Client and Legally Responsible Relatives Payment Investigation, Determination and Processing System that the contractor creates shall:

- a. Run on a server capable of a TCP/IP routed connection to the Human Services wide area network.
- b. Support the transfer of electronic mail with binary attachments capable of being integrated with the DHS e-mail system. DHS currently supports the SMTP protocols.

3.9 The entire client and LRR population shall be reassessed each year by the contractor. The contractor shall contact the client and LRRs by mail requesting an update of the financial information. The State Project Manager shall approve the format and content of the re-assessment package prepared by the contractor. One month prior to the reassessment, the contractor shall generate a list and data base records by institution and placement of the names of the clients (and Social Security Numbers) and LRRs to be sent the reassessment package. The list and record are to be sent within 2 working days of its generation to the appropriate DDD Regional-Assistant Director.

The annual updates to the Treasury Formula will be provided by DHS to the contractor in December of each year and are effective January 1 of the next year.

3.10 Re-computation

The contractor shall re-compute the payments of clients and LRRs as the contractor is notified by the client, LRR, or DHS that the

financial circumstances of the person making payments has changed. The re-computations may occur throughout the year. The annual reassessment date shall be one year from the last re-computation.

4.0 Definitions

"Addenda" - Addenda are written or graphic instruments issued by the purchase bureau which modify or interpret the request for proposal (RFP) document(s) by additions, deletions, clarifications, or corrections.

"Agreement" or "Contract" - refers to the Contract that will be awarded to the successful bidder, resulting from this RFP.

"All inclusive hourly rate" - all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. Hourly rates also include portal to portal expenses. Time spent in traveling to and from the work site or employee's normal work station should not be included in any estimates.

"Bidder" - a person, partnership, firm, corporation or joint venture submitting a bid response proposal for the purpose of obtaining a State Contract.

"Contract" or "Agreement" - refers to the Contract that will be awarded to the successful bidder, resulting from this RFP.

"Contractor" - the bidder awarded a State contract to perform the tasks required by this RFP. The contractor, for this project, is synonymous with the Firm.

"Department" - the New Jersey Department of Human Services.

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

"Determination" - for purposes of this RFP, means the act of deciding, based on an investigation of the financial circumstances and residential history of the client and LRRs, the following: 1) the financial ability of the client and legally responsible relatives (LRRs) to pay for a part or all of the client's cost of care and maintenance and 2) the client's legal settlement.

"Evaluation Committee" - a committee established to review and evaluate bid proposals and recommend a contract award. The committee includes representatives of the using agency and central purchasing authority. One member may be appointed from another agency or political subdivision as a disinterested third party.

"Formal Date of Award" - effective date of contract and work initiation.

"Program Manager" - The director of the Program as designated by the State using agency. Program Manager is synonymous with Project Manager.

"Settlement" (legal settlement) - the client's residence or legal residence as defined by statute and used to determine whether the State and/or a specific county is responsible for the cost of care and maintenance of the client if he/she is unable to pay the full cost of care and maintenance. (Refer to N.J.S.A. 30:4-49 et seq, for additional settlement criteria.)

"State" - The State of New Jersey.

5.0 Bidder's Information:

5.1 General:

5.1.1 Section References:

All RFP section cross references within the special terms and conditions, specifications, attachment text, or price sheets are cross references within these sections and are not cross references to similarly numbered sections within the Purchase Bureau Standard Terms and Conditions unless specifically noted.

5.1.2 Precedence of Purchase Bureau Standard Terms and Conditions:

Unless specifically noted, the Purchase Bureau Standard Terms and Conditions found near the beginning of this RFP take precedence over any similar terms and conditions located in the special terms and conditions or specifications sections of this RFP. Unless specifically noted, special terms and conditions will serve to supplement but not to supersede the Purchase Bureau Standard Terms and Conditions.

5.2 Questions and Inquiries:

It is the policy of the New Jersey Division of Purchase and Property to accept questions and inquiries from all potential bidders who have received this RFP. A mandatory pre-bid conference has been scheduled for this procurement. The cutoff for questions will be at the close of the mandatory bid conference.

Bidders are encouraged to submit questions in writing. Lengthy or multiple questions must be submitted in writing. Short procedural inquiries may be accepted, by telephone, by the buyer noted on the cover sheet to this RFP. Oral explanations or instructions given over the telephone before the award of the Contract shall not be binding. Bidders are cautioned that all questions and inquiries regarding this RFP must be directed to the Purchase Bureau buyer listed on the coversheet of this RFP. Written questions should specifically reference the RFP page number and section number to which the question relates. Bidders should not contact the using agency directly

concerning this RFP.

Questions must be mailed to the attention of the assigned buyer at the following address.

State of New Jersey
Purchase Bureau
CN 230
Trenton, New Jersey 08625
Attention: Don Griffin

5.3 Revisions to this RFP:

In the event it becomes necessary to revise, modify, clarify or otherwise alter the RFP for this procurement, revisions will be made in the form of addenda to this RFP and will be made and distributed to all bidders that received the initial RFP. All addenda to the original RFP become part of this RFP and shall become part of the final Contract resulting from this RFP.

In the event it becomes necessary to revise, modify, clarify or otherwise alter the RFP for this procurement, revisions will be made in the form of addenda to this RFP and will be made and distributed as follows:

5.3.1 There is a pre-bid conference scheduled for this procurement. Any addenda issued prior to the pre-bid conference will be distributed to all bidders that received the initial RFP.

5.3.2 Any addenda issued at the time of or after the pre-bid conference will be distributed only to those bidder's represented and properly registered at the pre-bid conference.

5.3.3 All addenda to the original RFP become part of this RFP and shall become part of the final contract resulting from this RFP.

5.4 Mandatory Pre-bid Conference:

A mandatory pre-bid conference has been scheduled for this procurement. The date, time and location will be noted on the last page of the special terms and conditions section of this RFP and the date will also be noted under item number 8 on the coversheet of this RFP. Bidders are cautioned to note that the pre-bid conference is mandatory. Failure to attend will disqualify your firm from submitting a bid response proposal to this RFP. Bids will be automatically rejected from any firm that was not represented or failed to properly register at the mandatory pre-bid conference. The purpose of a pre-bid conference is to provide a structured and formal opportunity for the State to accept questions from bidders on the RFP document as well as to clarify the contents of the RFP. Any major revisions to the RFP as a result of the pre-bid conference, or answers to deferred questions, will be made in the form of written addenda to the original RFP. The State may also distribute additional background information or material at the conference.

5.5 Site Visits:

No optional or mandatory site visits are scheduled for this RFP.

5.6 Contract Effective Date:

This RFP will result in a term contract. The anticipated contract effective date appears on the coversheet to this RFP. In the event that delays in the bid process result in a postponement of the effective date, the bidder agrees to accept a contract for the full contract period as long as the bidder's prices quoted are still valid in accordance with item #13 on the face of the cover sheet to this RFP.

5.7 Issuing Office:

This request for proposal is issued by the State Division of Purchase and Property, Purchase Bureau. The issuing office is the sole point of contact between bidders and the State for purposes of this RFP.

5.8 Cost Liability:

The State of New Jersey assumes no responsibility and no liability for costs incurred by vendors prior to issuance of an agreement, contract or purchase order.

5.9 Contents of Bid Proposal:

The entire contents of every bid response proposal that is publicly opened and read becomes a public record notwithstanding any disclaimer by the bidder in the bid response proposal document.

All bid response proposals, being public records, are available for public review and inspection. Persons who wish to review bid response proposals must make an appointment with the Purchase Bureau. Inspection is subject to the rules of the Purchase Bureau.

5.10 Price Alteration:

Bid prices must be typed or written in ink or bid will be subject to the automatic rejection provisions of the administrative code. Any price change (including "white-outs") must be initialed or that item will be disqualified. This policy is meant to protect both the State and the bidder.

6.0 Special Contractual Terms and Conditions:

6.1 Contract Extension:

Contract extension will be in accordance with section 3.2 of the Purchase Bureau Standard Terms and Conditions. In the event the public exigency requires, the Director may extend this contract beyond the period noted above.

6.2 Contract Continuity/Transitional Period:

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 the service, if requested by the State, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing contract. Contractor shall be responsible for all terms and conditions set forth in this Contract when this transitional period clause is invoked by the State.

6.3 Responsibilities as Prime Contractor:

6.3.1 The State will consider the firm or person receiving the award to be the prime contractor, and to be the sole point of contact with regard to contractual matters. The prime contractor will be required to assume sole responsibility for the complete effort stipulated in the RFP.

6.3.2 The prime contractor is responsible for assuring subcontractor compliance with all terms and conditions of this RFP. The prime contractor will assume sole responsibility for any financial arrangements or payments due the subcontractor(s) under this Contract.

6.4 Ownership of Material

Ownership of all data, material, proposals, manuals, and documentation (including work papers) originated and prepared for the State pursuant to this Contract shall belong exclusively to the State.

6.5 Data Confidentiality

All data contained in the source documents supplied by the State of New Jersey are to be considered confidential and shall be solely for the use of the issuing office and the using agency. The contractor will be required to use reasonable care to protect the confidentiality of the data. Any use, sale or offering of this data in any form by the contractor, its employees or assignees will be considered in violation of this Contract and will cause the infraction to be reported to the New Jersey Attorney General for possible prosecution. Penalties for violations of such guarantees will include, but are not limited to, cancellation of contract and/or legal action with no damages paid by the State.

6.6 Responsibility of the Contractor

The contractor is responsible for the professional quality, technical accuracy and timely completion and delivery of all deliverables and other services furnished by the contractor under this 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 under the agreement or of any cause for action arising out of the performance of this Contract. The contractor's obligations under this clause are in addition to the contractor's other expressed or implied assurance under this Contract or state law and in no way will diminish any other rights that the State may have against the contractor for faulty materials, equipment or work.

6.7 Delivery and Damages

If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility and obligation of the contractor to make the details known immediately to the Purchase Bureau, 33 West State St., Trenton, New Jersey and the using agency. If the successful bidder cannot meet the delivery date(s) for the effort as specified in his/her proposal, he/she shall be liable to the State to the sum of \$500.00 per normal work day that such delivery is late. Ten (10) percent of the contract cost is the maximum amount of liability. These said sums shall be treated as liquidated damages and not a penalty.

6.8 Retainage

Retainage is included as a feature on this Contract. The amount of retainage is to be noted under item #6 on the cover sheet to this RFP. For this ongoing term contract, the using agency may retain the stated percentage of each invoice submitted. At the end of each three (3) month period during the term of the contract, the using agency will review the contractor(s)' performance and if performance has been satisfactory, the using agency will release the retainage for the preceding three (3) month period. Following the expiration of the contract, retained fees will be released to the contractor after certification by the State's project manager that all services have been satisfactorily performed.

6.9 Performance Security

Performance security is not required for the contract resulting from this RFP.

6.10 Form of Compensation and Payment

6.10.1 This section will serve to supplement section 4 of the Purchase Bureau Standard Terms and Conditions. The contractor is authorized to submit invoices monthly for tasks satisfactorily completed. Official state invoice forms must be submitted to the using agency along with supporting documentation substantiating that work has been satisfactorily completed. Invoices must reference the tasks detailed in the scope of work and must be in strict accordance with the firm fixed prices submitted on the pricing sheets. When applicable, invoices should reference the appropriate price sheet line number from the original bid response proposal. All invoices must be

approved by the State's project manager and the using agency before payment will be authorized.

6.10.2 Availability of Funds

The State's obligation hereunder 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 and until funds are made available each fiscal year to the Using Agency by the Legislature.

6.11 Special Projects/Additional Work

Should additional work, special projects, hearings, meetings or other activities beyond the scope of this RFP be deemed appropriate by the using agency or the contracted vendor, the contracted vendor must present to the using agency a written request to perform the additional work. The written request must be based upon the hourly rates or unit costs submitted with the contractor's original proposal and must contain a complete description of the additional tasks to be performed. Should the using agency elect to order additional items covered under the tasks and sub-tasks detailed in the scope of work section of this RFP the contractor will be paid the unit cost for each item in accordance with applicable unit costs or rates as submitted on the price sheets for task or sub-task. Contractor shall not begin performing any additional work prior to obtaining written approval from the State of New Jersey, G.S.A., Purchase Bureau and the State's project manager. The using agency must submit a written request to the Purchase Bureau to obtain approval for additional work. Complete documentation confirming the need and appropriateness of the work must be submitted along with the appropriate PB6 or PB3 fiscal documents. The request must be accompanied by all other required State approvals, such as OMB, OTIS, etc.

6.12 Project Management - General

All contractor activities to be performed under all parts of the contract will be accomplished in consultation with, under the direction of, and with the approval of the state's project manager. The state's project manager will be responsible for the approval of all deliverables for each element of the tasks and or sub-tasks in the scope of work.

6.13 Substitution of Personnel or Subcontractor:

If, during the term of the contract, the contractor or subcontractor cannot provide the management and supervisory personnel as proposed and requests a substitution, that substitution must be an approved equal or better. The contractor or subcontractor will provide detailed resume qualifications and justification which will be forwarded to the state project manager for written approval prior to any personnel substitution. It is acknowledged by the contractor that every reasonable attempt shall be made to assign the personnel listed in the bidder's bid response proposal.

6.13.1 No contractor, project or management personnel shall be permanently assigned until they have been interviewed and approved by the State's project manager. Personnel assigned temporarily during the start-up period must be identified and their functions defined.

6.13.2 In the event that any management personnel are found to be unacceptable by the State's project manager, or are replaced or transferred by the contractor for any reason, the individual(s) assigned as replacement(s) shall equal or exceed in qualifications and experience the individual(s) proposed by the bidder in the bidder's bid response proposal.

6.13.3 In the event that the prime contractor desires to substitute a subcontractor, the prime contractor will identify the organization, officers and the contractual agreement to be made which will be forwarded to the State Project Manager and the Director, Division of Purchase and Property for approval prior to the commencement of any work by the recommended substitute subcontractor.

6.14 State's Option to Reduce Scope of Work

6.14.1 The State shall have the option at its sole discretion, to consider the project, or any task or sub-task thereof, completed before all of said task or tasks have been performed, whenever in the judgment of the State based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced scope of work. In such event the State may reduce the scope of work for any task, tasks or portions thereof by written notice to the contractor.

6.14.2 Upon receipt of such notification, the contractor will submit to the State within five (5) working days an itemization of the work effort already completed by task, or subtask and work effort which will be required by task or subtask to complete the affected tasks or subtask in accordance with said notification. Upon approval of the proposed work effort by the State, the contractor shall complete the project in accordance with said approval. The contractor shall be compensated in accordance with the applicable portions of the cost proposal.

6.15 Suspension of Work

The project manager may at any time for valid reason direct the contractor to suspend work under this approved contract for a specific period of time. Such order shall be given by at least ten (10) days notice in writing which shall specify the period during which work shall be stopped. The contractor shall be paid up until the stop order but subsequent payments shall be held in abeyance until final project decision. Any permanent contract termination shall be in accordance with Purchase Bureau Standard Terms and Conditions section 5.5. The contractor, unless terminated, shall resume work upon the date specified in the stop work order, or upon such other date specified in the stop work order, or upon such other date as the

project manager may thereafter specify in writing. The period during which work shall have been stopped shall be deemed added to the contractor's approved schedule of performance. Stoppage of work under this section shall not, however, be construed as extending the term of the contract, and shall not give rise to any claim against the state. It must be understood that all pricing proposed by the bidder in response to this RFP must remain firm and constant during the entire contract, and any extensions, notwithstanding the level of effort dictated by the using agency or the level of available funding.

6.16 Insurance Requirements

The Purchase Bureau Standard Terms and Conditions regarding Liabilities and Insurance, on pages 2 and 3 of this RFP shall apply to this Contract. The Firm shall be liable for payment of any and all deductibles for all insurance policies required pursuant to this Contract.

7.0 Proposal Preparation and Submission Instructions:

7.1 General:

The bid response proposal is the State's primary vehicle for obtaining essential information on which contract award decisions are based.

Bidders are cautioned that their failure to submit the information as required may result in a determination that the bidder's proposal is non-responsive to RFP requirements. Any qualifying statements by the bidder which effect change(s) to RFP purchase Standard Terms and Conditions, Special Terms and Conditions, Specifications or other RFP requirements may be regarded as non-responsive. Consequently, the bidder's eligibility for contract award may be jeopardized. Therefore, bidders are encouraged not to take exception to the State's Terms, Conditions or Specifications. In the event that a bidder wishes to take exception to any of the State's Terms, Conditions or Specifications, such exceptions should be detailed in a cover letter to the bid response proposal and must cross reference the applicable RFP page and section reference number.

All instructions contained in the solicitation document (RFP) should be met in order to qualify for consideration for award. Proposals which do not meet or comply with all instruction may be considered non-responsive.

The information required to be submitted in response to this request for proposal has been determined by the using agency and the Purchase Bureau to be essential for use by the State in the bid evaluation and contract award process. The Director will use this information as a basis for his/her determination on contract award(s).

7.1.1 Proposal Delivery and Identification:

It is the responsibility of the bidder to clearly and properly identify and label his bid response proposal to aid the Purchase

Bureau in properly handling the bid. The exterior of the bid submission package should be clearly labeled with the solicitation number, correct final bid opening date and buyer name and solicitation name/description. The bidder should anticipate potential delays by allowing adequate time for delivery.

7.1.2 Number of Bid Response Proposal Submissions Required:

Bidder's must submit one (1) clearly marked original bid response proposal and should submit seven (7) complete/exact copies of the original. It is suggested that the bidder make and retain a full copy of his bid response proposal for its records.

7.1.3 Proposal Format and Content:

The proposal should be submitted in one volume (where practical) and that volume should be divided into four (4), easily identified sections as follows:

Section 1 - Administration

Section 2 - Technical Proposal

Section 3 - Organizational Support and Experience

Section 4 - Cost Proposal

7.1.3.1 Section 1, the Administration section, should contain the signed cover sheet to the RFP, the first page of any Addenda, signed by the bidder, the Stockholder Disclosure Form and the minority/women subcontracting plan, if required. The Affirmative Action forms should also be in the Administration Section of the bid response.

7.2 Section 2 - Technical Proposal:

This section shall describe the bidder's approach and plans for accomplishing the work outlined in the scope of work section. Those plans and approaches should be described in sufficient detail to permit the State to fairly evaluate them. Furthermore, the bidder should demonstrate and describe its effort, skills and understanding of the project necessary to satisfactorily complete it. This section of the proposal shall, at a minimum, contain the following information:

7.2.1 Management Overview

This section of the bid response proposal shall narratively set forth the bidder's overall technical approach and plans to meet the requirements of the RFP. The contents of this narrative should convince the State that the bidder understands the objectives of the project, the nature of the required work and the level of effort necessary to successfully complete the project. In addition, this narrative should convince the State that the bidder's general approach and plans to undertake and complete the project are appropriate.

Mere reiterations of statements from the RFP are strongly discouraged as they do not provide insight into the bidder's understanding of and ability to complete the project. The bidder should include a general action and performance plan that demonstrates to the State that the bidder understands the intended project.

7.2.2 Detailed Plans, Approach and Deliverables

This section of the bidder's response proposal will set forth in detail the bidder plans and approach for completing all tasks required by the scope of work. The bidder's response will cover each task set forth in the scope of work section of this RFP and will detail how the bidder intends to complete the required tasks. The bidder's response should clearly cross reference RFP section numbers as well as RFP page numbers.

For each task, the bidder will propose a deliverable item. A deliverable is defined as tangible evidence of work completed. Each deliverable will be cross referenced to the appropriate RFP task.

The contents of 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 required scope of work are realistic, attainable and appropriate and that the proposed plans will lead to successful project completion.

Mere reiterations of RFP statements are strongly discouraged as they do not provide insight into the bidder's understanding of and ability to complete the project.

7.2.3 Project Management, Scheduling and Control

7.2.3.1 Contractor's Project Management

Bidder will describe the firm's general approach to managing the project. This section will include the bidder's specific plans to manage, control and supervise the project in order to insure satisfactory project completion in accordance with the required schedule. The plan will also include bidder's approach to liaison with the State's project manager including project coordination, status meetings, status reports etc.

7.2.3.2 Project Scheduling and Control

The bidder will propose a project schedule appropriate to the complexity of the project. The project schedule will be designed to meet the requirements of the State for project completion. If key dates for the project are included in the RFP, the bidder's schedule will reflect these dates.

The project schedule will identify the scheduled completion date for each task and sub task required by the scope of work along with the deliverable item (s) to be submitted as evidence of completion of the

tasks and sub-tasks.

The bidder will identify the project scheduling and control methodology (s) to be used and will provide the rationale for choosing that methodology. the use of Gantt, Pert or other charts is at the option of the bidder.

7.2.4 Potential Problems

This section of the bidder's proposal will set forth a summary of problems that the bidder anticipates during the course of completing the project. For each problem identified, the bidder will provide the bidder's proposed solution to that problem.

7.2.5 Information on Subcontractors (if applicable)

Bidder will comply with requirements of Purchase Bureau Standard Terms and Conditions section 3.11 concerning subcontracting. In addition, bidder will supply the name and address of subcontractor(s) and a detailed description of what contribution the subcontractor will make in providing or performing the scope of work.

7.3 Section 3 - Organizational Support and Experience:

This section shall contain all pertinent information relating to the bidder's organization, personnel, and experience, that will serve to substantiate the bidder's qualifications, and capabilities to perform the services required by the RFP.

This section shall, at a minimum, contain the following information:

7.3.1 Location of the bidder's office, telephone number and contact individual who will be responsible for managing this contract.

7.3.2 A project organization chart, identifying the individuals, (including subcontractor's personnel) to be assigned to the project. The chart should include the labor category and title of each individual assigned.

7.3.3 An organization chart showing the bidding firm's entire organizational structure. This chart will show the relationship of the individuals assigned to this project to the bidder's overall organizational structure.

7.3.4 Bidder shall provide a comprehensive list of all personnel to be assigned to the project. This list will identify the labor category of each individual assigned and provide a summary of each individual's function and role on the project. The bidder must document the experience of each person to be assigned, in successfully performing work on projects of a similar size and scope to that required by this RFP.

Bidder may also list and identify back-up staff that may be called upon to assist or replace primary individuals assigned.

A detailed resume must be submitted for each individual assigned to the project as identified on the project organization chart and the comprehensive list of personnel assigned required above. Resumes should be constructed to emphasize relevant qualifications and experience of the individuals assigned in successfully completing projects of a similar size and scope to those required by this rfp. specifically, resumes should clearly and identify previous experience in completing similar projects. A description of the project should be given and should show how the individual's work on the completed project relates to the individual's ability to contribute to the successful completion of the services required by this RFP. Include the name and address of reference together with a person to contact for a reference check and a telephone number. Date's should be given for each engagement.

7.3.5 Man-Hour/Labor Category Mix Proposed

The bidder will submit a comprehensive chart showing the man-hours proposed to meet the requirements of this RFP. This chart will be designed to correlate to the tasks and sub-tasks required by the RFP. The bidder will set forth, for each task and subtask, the total number of man-hours, broken down by labor category, proposed to complete the project.

7.3.6 Experience of Bidding Firm on Projects of Similar Size and Scope

Bidder shall provide a comprehensive listing of projects of a similar size and scope that have been successfully completed by the bidding firm as documentation of the firm's ability to successfully undertake and complete the services required by this RFP. Emphasis should be placed on projects that are very similar in size and scope to those required by this RFP. A description of the project should be included and should show how the project relates to the ability of the firm to complete the services required by this RFP. Include the name and address of the reference together with a person to contact for a reference check and telephone number. Dates should be given for each engagement.

7.3.7 Bidder should provide proof of the firm financial capacity and capabilities to undertake and successfully complete the project. A financial statement for the most recent fiscal year or bank references are acceptable.

Section - 4 - Cost Proposal:

7.4 Bidders must submit prices as indicated on the price sheets contained in this RFP. Failure to submit all information requested will result in your bid being considered non-responsive. Bidders are requested to hold prices firm for a minimum of sixty (60) days in order that an award can be made.

7.4.1 Bidders shall also provide a comprehensive listing of any and

all labor categories that may be used to perform additional work in accordance with the additional work clause of this RFP. Loaded hourly rates are to be submitted for any and all labor categories that the bidder anticipates may be required to perform additional work. Bidders may submit labor categories for additional work that are not included in the base proposal to perform the scope of work required by this RFP.

8.0 Proposal Evaluation and Contract Award:

8.1 Proposal Evaluation Criteria:

Proposals may be evaluated by a committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. The following criteria, not necessarily listed in order of significance, will be used to evaluate proposals. These evaluation criteria categories may be used to develop more detailed criteria to be used during the evaluation process.

8.1.1 The bidder's general approach and plans to meet the requirements of the RFP.

8.1.2 The bidder's detailed approach and plans to perform the services required by the scope of work of this RFP.

8.1.3 Bidding firm's documented experience in successfully completing projects of a similar size and scope to those required by this RFP.

8.1.4 Qualifications and experience of personnel assigned to the project with emphasis on documented experience in successfully completing work on projects of a similar size and scope to those required by this RFP.

8.1.5 The overall ability of the bidder, as judged by the State, to begin and complete successfully the project within the proposed schedule or on time. This judgment will include, but not be limited to, such factors as staff commitment to the project, project management plan, project organization and availability of staff.

8.1.6 Bidder's Cost Proposal

8.2 Oral Presentation:

Bidders who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State. The purpose of such presentation is to provide an opportunity for the vendor to clarify or elaborate on his proposal. Original submissions cannot be supplemented, changed or corrected in any way. No comments regarding other bidders or proposals are permitted, and bidders may not attend presentations by their competitors.

Bidders must clearly understand that it is the State's sole option to determine which bidders, if any will be invited to make oral

presentations. Bidders shall not construe the list of firms invited, if any, to imply acceptance or rejection of any bid(s). The division of Purchase and Property, Purchase Bureau will schedule the time and location of any such presentations.

8.3 Contract Award and Execution of Contract:

The Purchase Bureau may notify all bidders in writing of the State's intent to award a contract. Following award, the Purchase Bureau will mail a formal contract to the contractor.

DEPARTMENT OF HUMAN SERVICES
OFFICE OF FINANCE AND ACCOUNTING
REVIEW OF RETROACTIVE STATE SETTLEMENTS

EXHIBIT A

BFSP 126A
11/95

SETTLEMENT CODES
(November 1995)

CODE	N.J.S.A. 30-4	DESCRIPTION
COUNTY SETTLEMENT		
A 49	US CITIZEN:	requires 5 years continuous residence in county. (Except time spent in charitable, correctional or public hospital.)
B 49	ALIEN:	requires 3 years continuous residence in county but must have immediately moved into the county upon arrival in this country. (Except time spent in charitable, correctional or public hospital.)

STATE SETTLEMENT

C 51	RESIDENT:	requires continuous residence in the State for 1 year.
D 52	NON-RESIDENT:	State settlement until transferred to place of legal settlement, if any.

FACTORS FOR DETERMINATION OF SETTLEMENT

1	49.1	WOMAN
		Married Woman: takes settlement of spouse if he has one. Otherwise, she retains her own settlement until he obtains one.
		Divorced/Widowed Woman: takes settlement same as at time of divorce or spouse's death. May acquire a new settlement on her own.
2	49.2	CHILD BORN IN WEDLOCK
		Child: takes settlement of parents or surviving parent.
		Child: takes settlement of parent with custody for divorced or separated parents.

Page 1 of 2

CODE	N.J.S.A. 30-4	DESCRIPTION
2 49.2	Child:	takes settlement of surviving parent for death of parent with custody.

Child: takes settlement at time of his/her permanent separation from or death of both parents until his/her majority.

3 49.3 CHILD BORN OUT OF WEDLOCK

Child: takes settlement of mother.

Child: takes own settlement if married with a separate residence and is a male.

4 49.4 EMANCIPATED MINOR

Child: takes own settlement if earns wages and has a separate residence. Child cannot be in school or apprenticeship. (If child resumes living with parents, settlement becomes that of the parents).

5 49.5 CHILD OF WIDOW, DIVORCEE OR UNMARRIED WHO GAINS NEW SETTLEMENT BY MARRIAGE

Child's settlement is mother's settlement, except if child not in her custody and is receiving care at public expense.

Child's settlement, when returned to mother's care, remains what it was while not with the mother until after he/she is in mother's care for 1 year (12 continuous months) with no public assistance.

6 49.6 LOSS OF SETTLEMENT

Person: having settlement remains out of the State for 1 year (12 continuous months). (Except for persons inducted into the Armed Forces while residing in the State).

7 50 CONTINUANCE OF COUNTY SETTLEMENT

Person: retains settlement in county until he/she obtains a new one or moves from the State for 1 year (12 continuous months) or more.