



# Request for Proposal 08-X-39639

## For: Psychological Testing: Mental Health Evaluations and Risk Assessments, Parole Board

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	8/14/07	5:00 PM
<b>Optional Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for important details about the new electronic bid option.)	9/4/07	10:00 AM
<b>Mandatory Site Visit</b>	NA	NA
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	9/26/07	2:00 PM

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

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

RFP Issued By

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

Using Agency

State of New Jersey  
New Jersey State Parole Board  
Trenton, NJ 08625-0862

July 26, 2007

## **NOTICE TO BIDDERS**

### **SET-ASIDE CONTRACTS** **N.J.S.A. 52:32-17, N.J.A.C. 17:13, 12A:10**

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one (1) of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The program places Small Business into the following categories: (I) those with gross revenues up to \$500,000, (II) those with gross revenues of up to \$5 million, and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with Commerce. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 AM and 5:00 PM at the address below:

**NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820, TRENTON, NJ 08625-0820**

**TELEPHONE: 609-292-2146**

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey State Parole Board (Board).

The purpose of this RFP is to solicit bid proposals for the provision and management of a program of mental health evaluations and risk assessments of State inmates who are being considered for parole.

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

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

### **1.2 BACKGROUND**

This is a reprocurement of the Psychological Examinations Required by the Board term contract that is due to expire on September 30, 2007. Bidders interested in the current contract specifications and pricing information may review the current contract, T-2036, at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

The Parole Act of 1979 (N.J.S.A.30:4-123.45 et seq.) defines and establishes the procedures to be followed for the consideration, granting, and monitoring of parole for State inmates. Inmates must receive mental health evaluations prior to consideration for parole. Inmates must also undergo a risk assessment which includes the examination of both static (unchanging) and dynamic (modifiable) risk factors (N.J.A.C.10A:71-3.7(k)).

For inmates serving sentences for offenses committed before August 19, 1997, a Board panel must determine whether there is a substantial likelihood that the inmate will commit a crime under the laws of the State if released on parole (N.J.A.C.10A:71-3.10(a)). For offenses committed on or after August 19, 1997, the Board panel must determine whether an inmate has cooperated in his or her own rehabilitation and/or whether there is the risk that he or she will violate parole conditions if paroled (N.J.A.C.10A:71-3.10(b)).

Pursuant to N.J.A.C.10A:71-3.7(k), assessments must also include evaluations of the individual's ability to function independently, educational and employment background, and family and marital history. During fiscal year 2002, the Division of Parole within the Department of Corrections (DOC) was transferred to the Board to promote the effective and efficient assessment of inmates prior to parole and the efficient supervision of parolees after they have attained parole status.

The Board's mission is to promote public safety while fostering rehabilitation during pre-release, release, and post-release parole supervision phases. The Board's program of mental health evaluations includes research-based risk assessments for general criminal recidivism, future violence, sexual re-offending, and/or gross psychopathology. The Board uses three (3) types of evaluations:

- 1) Standard mental health evaluation: Performed on inmates eligible for parole consideration, including the Level of Service Inventory-Revised (LSI-R) risk assessment instrument or other risk assessment instrument authorized by the Board.
- 2) Sex offender mental health evaluation: Performed on inmates with current or prior convictions of a sexual nature, including the LSI-R or other risk assessment instrument authorized by the Board, the Minnesota Sex Offender Screening Tool-Revised (MnSOST-R), and the STATIC-99 risk assessment instruments.
- 3) In-depth psychological evaluation: Requested by Board members (N.J.A.C.10A:71-3.7(i)) or mandated (N.J.S.A. 30:4-123.54(b)1; N.J.A.C. 10A:71-3.7(h)) or in cases where an offense of the first or second degree involves violence and when one of the following conditions exists:
  - a) Prior acquittal by reason of insanity or charges suspended for same
  - b) Prior conviction for murder, aggravated sexual assault, sexual assault, kidnapping, endangering the welfare of a child (second degree), or stalking (third degree)
  - c) Prior diagnosis of psychosis.

In addition, the conspiracy to commit or the attempt to commit any of the above offenses is included. The LSI-R or other risk assessment instrument authorized by the Board and the Minnesota Multiphasic Personality Inventory-2 (MMPI-2) are included in this type of evaluation.

Mental health evaluations and risk assessments assist Board members in making parole release decisions, in setting appropriate parole conditions, in facilitating community reentry, and in enhancing public safety by suggesting appropriate intervention based upon risk and need. In the event that an inmate is granted parole, the mental health evaluations and risk assessments are forwarded to parole officers who supervise each individual's crucial transitions from "inmate" to "parolee" to "ex-offender."

Approximately 13,000 inmates were evaluated in fiscal year 2006, and the same number, approximately 250 mental health evaluations and risk assessments per week, is expected in fiscal year 2008 and for the duration of the contract.

A list and description of each of the fourteen (14) State inmate facilities is found in Appendix A. State inmates are also located within the twenty-one (21) county jail system.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept electronic questions and inquiries from all potential bidders submitted via the Current Bid Opportunities webpage or through <http://ebid.nj.gov/QA.aspx>.

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

Bidders shall not contact the Parole Board directly, in person, by telephone, or by e-mail concerning this RFP.

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

### **1.3.2 SUBMISSION OF BID PROPOSAL**

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

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET  
P.O. BOX 230  
TRENTON, NJ 08625-02309

Directions to the Purchase Bureau are at the following web address:  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Bidders using USPS regular or express mail services should allow additional time since these mail deliveries are not delivered directly to the Purchase Bureau.

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

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

### **1.3.3 OPTIONAL PRE-BID CONFERENCE**

The date and time of the Optional Pre-Bid Conference are indicated on the cover sheet. The location of the Optional Pre-Bid Conference will be as follows:

BID OPENING 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

The purpose of the optional pre-bid conference is to provide a structured and formal opportunity for the State to accept questions from vendors relating to this RFP.



## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

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

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

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

### **1.4.2 BIDDER RESPONSIBILITY**

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

### **1.4.3 COST LIABILITY**

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

### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business, (2) the extent to which it is known by employees and others involved within the business, (3) the extent of the measures taken by your firm to guard the secrecy of the information, (4) the value of the information to your firm and your competitors, (5) the amount of effort or money expended by your firm in developing the information, and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Also, the bidder must commit in writing to assist the State's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal and should accompany the bidder's submission of the bid proposal.

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

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

#### **1.4.5 BID OPENING**

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

#### **1.4.6 PRICE ALTERATION**

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

#### **1.4.7 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

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

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable, that the mistake relates to a material feature of the contract, that the mistake occurred notwithstanding the bidder's exercise of reasonable care, and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. A PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit for handling. A record of the complaint also will be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street - 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit

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

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

#### **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, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

**Contractor** – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

**Division** – The Division of Purchase and Property.

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

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

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

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

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

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

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

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

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, subtasks or other work elements in the Scope of Work as set forth in Section 8.0.

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

**State** – State of New Jersey.

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

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

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

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Board Panel** – Any two members of the Board convened for parole decision making purposes.

**Corrective Action Plan** – A written plan, presented in graphic and/or narrative style, which identifies, at a minimum:

- 1) Identified area(s) of deficiency
- 2) Action(s) to be taken
- 3) Responsible person(s)
- 4) Target date(s) for completion
- 5) Resolution date(s)
- 6) Final outcome(s)

**Electronic Medical Record (EMR)** – Information in an electronic format pertaining to an inmate's medical history, behavior, activities, and medical encounters. This is the primary health care record of all inmates processed in the DOC system.

**Health Insurance Portability and Accountability Act of 1996 (HIPAA)** – Requires that all protected patient information be safeguarded in specific ways to prevent accidental or purposeful disclosure, loss, or misuse.

**Incomplete Evaluation** – Contractual work initiated as a result of referral and not completed due to situational circumstances beyond the control of the State or the contractor (e.g., DOC operations, inmate refusals/discontinuations, or lack of information due to unobtainable documents). Contractor time investments under these circumstances vary, however, fifteen (15) minutes is the maximum allowable estimate.

**In-Depth Psychological Evaluation** – A report of the findings of a licensed psychologist, performed upon an inmate who is eligible for parole consideration, containing each of the following elements:

- 1) Analysis of the current offense and criminal background
- 2) Current and prior mental health functioning
- 3) Substance abuse history
- 4) Ability to function independently
- 5) Educational and employment background

- 6) Family and marital history
- 7) Risk for sexual and/or general criminal recidivism (as appropriate) based upon the administration of the MnSOST-R, STATIC-99, and LSI-R or other risk assessment instrument authorized by the Board
- 8) Administration and interpretation of the MMPI-2
- 9) Risk for violent acting-out, as applicable to the case
- 10) Outline of risks and needs
- 11) Cooperation in his or her own rehabilitation or prescribed treatment
- 12) Prognosis for successful completion of a parole supervision period
- 13) Recommendations to increase the likelihood of success, if paroled

**Inmate** – A person committed to the custody of the Commissioner of DOC and housed in any State prison, correctional facility, halfway house, community release program, satellite unit, boot camp, or county jail.

**Level of Service Inventory-Revised (LSI-R)** – A general criminal recidivism risk assessment instrument published by Multi-Health Systems, Inc.

**Mental Health Evaluator** – A mental health professional, licensed in the State as one of the following: physician (M.D. or D.O. and board-certified as a psychiatrist), psychologist (Ph.D., Psy.D., or Ed.D.), professional counselor (e.g., Ph.D., M.S., or M.A.), or clinical social worker (D.S.W. or M.S.W.). Such personnel shall have substantive experience, training, and interest in forensic and/or correctional mental health practice.

**Minnesota Multiphasic Personality Inventory - 2 (MMPI-2)** – A validated psychological test of adult psychopathology that is published by Pearson Assessments.

**Minnesota Sex Offender Screening Tool - Revised (MnSOST-R)** – A sex offender specific risk assessment instrument, validated and normed for a male population, available at no cost through the Internet as public domain at [http://www.psychology.iastate.edu/~dle/mnsost\\_download.htm](http://www.psychology.iastate.edu/~dle/mnsost_download.htm).

**Parole Eligibility Date** – The date an inmate is eligible for consideration for parole. This date shall determine priorities in scheduling inmates for mental health evaluations and risk assessments.

**Personnel File** – Documents maintained by the contractor, produced upon demand by the Board, including resume or curriculum vitae, copy of current license and/or certification, Drug Enforcement Agency number, declaration page of liability insurance, background clearance, position responsibilities, performance evaluations, certificates of continuing education, and payroll records.

**Policy and Procedures Manual** – A written document, developed by the contractor and approved by the State Contract Manager, setting forth the operations, including specification of personnel, tasks, subtasks, work products, and any other deliverables necessary for the establishment, maintenance, and monitoring of the pre-parole mental health evaluation and risk assessment program. The written manual identifies and defines the procedures and methods used in developing and maintaining the staffing matrix, receiving referrals, scheduling evaluations, performing evaluations, submitting reports of evaluations, formation and maintenance of the quality control committee, and development and implementation of the quality control plan.

**Sex Offender Mental Health Evaluation** — A report of the findings of a mental health evaluator, performed upon an inmate who is eligible for parole consideration, containing each of the following elements:

- 1) Analysis of the current offense and criminal background
- 2) Current and prior mental health functioning
- 3) Substance abuse history
- 4) Ability to function independently
- 5) Educational and employment background
- 6) Family and marital history
- 7) Risk for sexual and general criminal recidivism based upon the administration of the MnSOST-R, STATIC-99, and LSI-R or other risk assessment instrument authorized by the Board
- 8) Risk for violent acting-out, as applicable to the case
- 9) Outline of risks and needs
- 10) Cooperation in his or her own rehabilitation or prescribed treatment
- 11) Prognosis for successful completion of a parole supervision period
- 12) Recommendations to increase the likelihood of success, if paroled

**Staffing Matrix** – A table indicating allocation of administrative and clinical personnel, including staff name, position title, and projected weekly work hours at each facility and contractor office, necessary for execution of the scope of work. This matrix indicates adequate coverage for projected work loads at each facility and is updated and sent to the State Contract Manager on a monthly basis.

**Staffing Vacancy** – The absence of allocated personnel necessary for execution of the scope of work. All vacancies are reported to the State Contract Manager on a weekly basis, along with a written plan to remedy the deficit (e.g., recruiting, reallocation) and to fill any of the vacant positions as specified in the matrix.

**Standard Mental Health Evaluation** – A report of the findings of a mental health evaluator, performed upon an inmate who is eligible for parole consideration, containing each of the following elements:

- 1) Analysis of the current offense and criminal background
- 2) Current and prior mental health functioning
- 3) Substance abuse history
- 4) Ability to function independently
- 5) Educational and employment background
- 6) Family and marital history
- 7) Risk for criminal recidivism, based upon the administration of an LSI-R or other risk assessment instrument authorized by the Board
- 8) Risk for violent acting-out, as applicable to the case
- 9) Outline of risks and needs
- 10) Cooperation in his or her own rehabilitation or prescribed treatment
- 11) Prognosis for successful completion of a parole supervision period
- 12) Recommendations to increase the likelihood of success, if paroled

**STATIC-99** – A sex offender specific risk assessment instrument that is validated and normed for a male population, available at no cost through the Internet as public domain at: [http://ww2.psepc-sppcc.gc.ca/publications/corrections/pdf/Static-99-coding-Rules\\_e.pdf](http://ww2.psepc-sppcc.gc.ca/publications/corrections/pdf/Static-99-coding-Rules_e.pdf).

**Surveillance Tool** – Any procedure, process, form, or instrument designed and implemented to monitor contract compliance.

### **3.0 SCOPE OF WORK**

This scope of work identifies, defines, and sets forth those tasks, subtasks, and work products that are necessary for satisfactory execution of the contract.

#### **3.1 INITIAL ENGAGEMENT**

The contractor shall meet with the State Contract Manager within five (5) business days of contract award to review the:

- 1) Scope of work
- 2) Work plan timeframe proposed in the contractor's bid proposal for the delivery of the following:
  - a) Policy and procedures manual
  - b) Quality control plan
  - c) Quality control committee membership roster
  - d) Roster of key providers and management
  - e) Staffing matrix

Following this initial meeting, the contractor shall submit within ten (10) business days a finalized, written, comprehensive management work plan for the State Contract Manager's approval.

#### **3.1.1 PROJECT MANAGER**

The contractor shall provide a Project Manager to manage the work outlined in the Scope of Work and ensure that all tasks and deliverables conclude in accordance with the timelines set forth in Appendix B. The Project Manager shall participate in the initial engagement meeting and be the contractor's primary contact with the State Contract Manager.

#### **3.2 EVALUATIONS AND ASSESSMENTS**

The contractor shall perform and submit approximately two hundred fifty (250) mental health evaluations and risk assessments per week. In the event that a work week is less than five (5) days, due to State holidays or other circumstances beyond the Board's control, the minimum number of required mental health evaluations and risk assessments shall be prorated accordingly.

The contractor shall provide mental health evaluations and risk assessments prior to the parole eligibility dates of adult inmates in the custody of the Commissioner of DOC.

These evaluations and assessments shall be conducted in accordance with the applicable terms of the:

- 1) New Jersey Statutes Annotated
- 2) New Jersey Administrative Code
- 3) State's professional and occupational licensing boards
- 4) Guiding ethical principles of applicable professional and occupational associations
- 5) American Correctional Association
- 6) National Commission on Correctional Health Care (NCCHC)
- 7) The policies, procedures, rules, and regulations of the Board and DOC



The State Contract Manager shall monitor the contractor's performance of this contract in accordance with the contract's terms and conditions, all applicable criminal justice and professional practice statutes, and the rules, regulations, and ethical dictates of mental health evaluation practice.

To facilitate the contractor's tracking of State prison inmates, the contractor shall have access to DOC's electronic inmate database and electronic medical records.

### **3.3 PERSONNEL RESPONSIBILITIES**

The contractor shall provide and engage licensed and experienced mental health evaluators to ensure quality control, peer review, and accountability. The licensing authority shall be the State.

The contractor shall maintain continuity and inter-rater reliability within its team of mental health evaluators.

The contractor shall provide to the State Contract Manager:

- 1) Proof that each mental health evaluator is licensed to practice in the State prior to that person being engaged to work on this contract
- 2) Proof of assessor training on test batteries used prior to that person being engaged to work on this contract

The contractor shall notify the State Contract Manager in accordance with Section 5.6 of this contract, prior to a substitution for an experienced mental health evaluator.

### **3.4 MATERIALS AND EQUIPMENT RESPONSIBILITIES**

The contractor shall provide all examination materials and equipment (e.g., LSI-R or other risk assessment materials, MMPI-2 materials, audio tape recorders, and tapes), equipment maintenance, and ongoing evaluator training. Such materials and equipment shall be approved in advance by the State Contract Manager.

The contractor shall provide a list to the State Contract Manager of all equipment it intends to take to these evaluations. For security reasons, DOC reserves the right to prohibit certain items from entering any facility.

The contractor shall propose, as it deems necessary, additional testing instruments with regard to mental health evaluations and risk assessments.

### **3.5 PROTOCOL**

The protocol for conducting mental health evaluations and risk assessments of inmates who are being considered for parole shall include receipt of referral, scheduling of evaluation, reviewing of inmate's background information, informed consent, interview, risk assessment, testing when applicable, submission of report, and submission of signed evaluation receipt form.

Psychologists must conduct in-depth psychological evaluations. All other mental health evaluations and risk assessments shall be conducted by mental health evaluators. Subsequent to the review of all pertinent available information and receipt of informed consent, the mental health evaluator shall conduct a clinical interview, designed to gather data in the following areas:

- 1) Current offense and criminal background
- 2) Current and prior mental health functioning
- 3) Ability to function independently
- 4) Educational and employment background
- 5) Family and marital history
- 6) Risk for general criminal recidivism, and/or sexual or violent acting-out, as applicable to the case and/or the inmate's history
- 7) Current risks and needs
- 8) Cooperation in his or her own rehabilitation or prescribed treatment
- 9) Prognosis for successful completion of a parole supervision period
- 10) Recommendations to increase the likelihood of success, if the inmate were to be granted parole

In addition to the mental health evaluation, the evaluator shall complete the authorized risk assessment instrument(s) as defined in this contract and as pertains to the nature of the inmate's case. All inmates, regardless of current convictions or type of evaluation ordered, shall undergo the risk assessment for general criminal recidivism via the LSI-R or other risk assessment instrument authorized by the Board. In cases where sex offender mental health evaluations have been ordered, the evaluator shall use the MnSOST-R and the STATIC-99. In some cases, the Board may request the use of a specific risk assessment instrument, normed and validated on a specific population, e.g., domestic abusers, to assist in the parole evaluation process. Risk assessment instruments categorize an offender's likelihood of recidivism and the level of risk to the community, and help the Board identify the appropriate level of parole supervision, community support required, and special conditions of parole.

The contractor shall ensure that its staff is trained and kept up-to-date concerning the use of risk assessment measures and in accordance with industry guidelines, such as the risk instrument manuals. The Board shall not bear financial responsibility for the cost of any materials, equipment, training, or certification activities relative to the use of risk assessment instruments.

When an inmate is not able to adequately communicate in the English language, the mental health evaluator shall use language translation services provided by DOC in performance of contract obligations. Such use and any potential effects upon the validity of the evaluation shall be noted in the report. At no time shall inmates or others act in the capacity of a language translator.

At no time shall a mental health evaluator perform any function under this contract with an inmate for whom he or she has provided treatment or therapeutic services or had/has a personal or business relationship. These prior or current relationships shall be deemed conflicts of interest. In such cases, the contractor shall notify the State Contract Manager that a conflict exists and make arrangements for the evaluation to be conducted by an alternate mental health evaluator.

### **3.6 WORKSPACE AND INMATE RECORDS**

The Board shall arrange for contractor access to an area at each facility that has been designated by DOC or county correctional facility for use by the contractor in rendering services. Whenever a mental health evaluator is interviewing or testing an inmate, such workspace shall be secure, private, and free of distraction, in order to maintain confidentiality and institutional security.

Prior to the interview, testing, and/or risk assessment of an inmate, the mental health evaluator shall review all pertinent available information, including, but not limited to, the inmate's classification file, the inmate's medical record, and other documents as appropriate. In accordance with N.J.A.C.10A:22-2.5, DOC will provide access to inmate records. The contractor shall not remove any files or documents from the facility.

In cases where an inmate is identified for inclusion on DOC's mental health special needs roster, the mental health evaluator shall review available documentation and shall incorporate such into the findings of his or her evaluation and risk assessment.

In the event that said records are not available prior to the interview, testing, and/or risk assessment subtasks, the mental health evaluator shall inform the Board's staff located at the respective institution and subsequently review the materials as soon as practicable. In the event that specific documents, referenced but not available, are needed for execution of any subtask, the mental health evaluator shall inform institutional Board staff for referral to the Board's Documents Retrieval Unit. Should needed documents ultimately not be available, the mental health evaluator shall note such in his or her report and discuss the potential impact upon the validity of his or her findings.

### **3.7 REPORTS**

#### **3.7.1 TIMING**

It is essential that the contractor completes its work and submits its results in a timely manner. Within thirty (30) calendar days of receipt of an inmate's name, the contractor must perform the mental health evaluation and risk assessment and submit to the Board a written report of that evaluation and assessment. In addition, reports shall be accompanied by a signed evaluation receipt form.

Generally, a standard mental health evaluation requires between forty-five (45) and sixty (60) minutes, including all tasks and subtasks. The contractor and its employees shall spend this amount of time in executing tasks and subtasks of the contract in order to maximize the ultimate quality and utility of the final work product, the report.

The time needed for a sex offender mental health evaluation can range from two (2) to four (4) hours, while an in-depth psychological evaluation may require between four (4) and eight (8) hours. Included in these estimates of time are all tasks and subtasks required for adequate performance.

Mental health evaluators shall maintain records of the time involved for each evaluation. These records must be maintained for three (3) years from the date of submission of the report.

The contractor must, within twenty-four (24) hours, advise the State Contract Manager of any circumstance or event that could result in late completion of any task, subtask, or work product called for to be completed on a date certain.

In addition, ethical and professional standards dictate that individuals engaged in the licensed practice of mental health do so with the cognizance that they will render adequate, accurate services.

In the event that work product quality and/or consultation with personnel of the Board, DOC, or county correctional facilities indicate that these general time frames are being disregarded, the State Contract Manager shall investigate the matter, and determine a course of action to address the situation and improve contract performance.

### **3.7.2 REFERRAL QUESTIONS AND SPECIAL SERVICES**

On occasion, the Board will pose a focused referral question, request that the presence of a severe mental health condition be ruled out, or require a specialized evaluation (e.g., psychiatric or neuropsychological). Upon the request of the Board Panel or Board, the contractor shall produce an examining mental health evaluator for an interview before the Board panel or Board.

These are referred to as special services and shall not be reimbursed without prior written authorization by the Board.

### **3.7.3 CONTENTS AND TYPES OF REPORTS**

Reports shall meet the criteria and specifications as defined in Section 2.2. They shall be accurate, comprehensive, legible, free of typographical errors, signed, and dated.

The Board may request one of the following three (3) types of reports:

- 1) Standard Mental Health Evaluation
- 2) Sex Offender Mental Health Evaluation
- 3) In-Depth Psychological Evaluation

It is essential that all reports communicate the assessment of the inmate's potential for violence (reported as "Low," "Medium," or "High"), contain substantive recommendations to increase an individual's chances for success if paroled, and comprehensively outline all risk factors.

All work products generated as a result of execution of contract activities are the property of the Board. All reports, records, data, and information shall be maintained in accordance with applicable mental health licensing laws and HIPAA requirements.

### **3.8 SECURITY**

The contractor and its employees shall be subject to and shall comply with all security regulations and procedures of the Board, DOC, and county facilities. Violation of security regulations or procedures may result in the contractor's employee(s) being denied access to the facility. In this event, the contractor shall provide alternate personnel to provide services, subject to approval by the State Contract Manager.

DOC and county correctional facilities may deny entry to any contractor personnel provided that DOC or the facility shall notify the institutional Board staff of such denial and the reasons as soon as practicable.

The contractor shall fill the positions of any personnel prohibited from working at any DOC or county correctional facility.

The contractor and its employees shall comply with all rules and regulations pertaining to the confidentiality of information and records, as provided for at N.J.A.C. 10A:71-2.1 and HIPAA. The contractor and its employees shall not release any information, reports, etc., without the written consent of the State Contract Manager.

The contractor shall maintain the confidentiality and sensitive nature of the evaluations it performs. All data stored on a computer must be backed-up and stored in locked cabinets, and all written data must be stored in secure files. The contractor shall maintain the data for the length of the contract, including extensions, and shall give the data to the State Contract Manager upon the termination of the contract.

### **3.9 DISASTER PLAN**

The contractor shall follow procedures developed by DOC for evacuation in the event of a man-made or natural disaster, disturbance, or riot. The contractor shall ensure that all its employees are familiar with DOC's evacuation procedure for each facility.

### **3.10 COMPLIANCE WITH DOC REGULATIONS AND INFORMED CONSENT**

The contractor shall ensure specific compliance with DOC administrative regulations regarding confidentiality, informed consent, and medical and legal access/disclosure (N.J.A.C.10A:22 and HIPAA).

Prior to commencing all evaluations or assessment activities, the mental health evaluator shall identify himself or herself to the inmate. The evaluator shall provide the inmate with information necessary to give informed consent for participation in the mental health evaluation and risk assessment. Implied consent is assumed if the inmate does not verbally refuse to participate in the evaluation.

All work products generated as a result of execution of contract activities are the property of the Board. All reports, records, data, and information shall be maintained in accordance with applicable mental health licensing laws and HIPAA.

#### **3.10.1 INMATE REFUSAL TO PARTICIPATE**

If an inmate refuses to participate in a mental health evaluation and risk assessment, the evaluator shall notify the Board in writing during the next business day.

### **3.11 STAFFING**

#### **3.11.1 MATRIX**

The contractor shall provide the staff necessary to fulfill all service elements and requirements of the contract in addition to guaranteeing a staffing matrix. The initial staffing matrix shall be provided to the State Contract Manager and shall be updated monthly thereafter. The contractor shall provide this information to DOC and county correctional facilities to ensure that institutional security staff is informed at all times of contractor employees who may be present on site at a facility.

#### **3.11.2 CREDENTIALING**

The contractor shall credential its personnel. The contractor shall ensure the active status of those licenses, credentials, and certifications necessary to authorize prospective and continuing mental health evaluators' employment. The contractor shall also ensure that all employees and sub-contractor personnel possess the required education, experience, licensure, and liability insurance to perform services. The contractor shall employ only those mental health evaluators eligible to perform services under the contract.

#### **3.11.3 CHANGES**

All requests for changes in staffing and/or staffing matrix requirements must be submitted in writing to, and approved by, the State Contract Manager in accordance with Section 5.6 of this contract. Such requests shall be presented at least two (2) weeks prior to the anticipated changes, present justification for the change, and include evidence that contractual operations will either be enhanced or not adversely affected.

#### **3.11.4 RECRUITING, HIRING, AND TERMINATION**

The contractor shall recruit as necessary for the satisfactory initiation and maintenance of personnel levels adequate for successful execution of contract tasks, subtasks, and work products.

The contractor hires and terminates its employees. All individuals being considered for employment by the contractor for this contract shall be reviewed and approved by the State Contract Manager, subsequent to background investigation to determine suitability for initial and/or continued employment. The State Contract Manager reserves the right to reject employees deemed not sufficiently qualified to perform this work. The contractor shall provide all information that it has collected regarding the candidate's background to the State Contract Manger, as allowable by law.

At no time during the contract term shall the contractor employ any person who is simultaneously employed by the Board or DOC.

#### **3.11.5 IDENTIFICATION CARDS**

The contractor shall return all State identification cards issued to its former employees or sub-contractors to the State Contract Manager on a monthly basis.

#### **3.11.6 BACKGROUND INFORMATION**

All the contractor's personnel shall be subject to a background investigation conducted by the Board and/or DOC, to determine suitability for initial and/or continued employment. The contractor shall provide the State Contract Manager with all information it has collected regarding the candidate's criminal record or history.

#### **3.11.7 PERSONNEL FILES**

The contractor shall ensure that mental health evaluators' credentialing documents are current and on file. Mandatory documents include resume or curriculum vitae, copy of current license and/or certification, Drug Enforcement Agency number, declaration page of liability insurance, background clearance, position responsibilities, performance evaluations, certificates of continuing education, and payroll records.

Prior to the start of contract activities, the contractor shall provide all personnel files to the State Contract Manager for inspection.

#### **3.11.8 COMPLIANCE AND NON-COMPETE CLAUSES**

All the contractor's personnel shall comply with State, federal, and local laws and regulations, court orders, DOC rules, administrative directives, institutional directives, NCCCHC standards, and policies and procedures of the Board, regardless of past practices.

The contractor is prohibited from entering into "Not To Compete" or "Non-Competition" clauses or covenants with its employees and independent contractors or any other party that would in any way restrict the ability of the Board, DOC, or any county correctional facility to provide services to inmates.

### **3.11.9 ORIENTATION**

The contractor shall ensure that all personnel are provided with initial orientation services that are specific to the execution of their duties within a correctional environment. Such orientation shall include procedures relative to gaining entry into facilities, access to contact persons, logistics regarding the scheduling of evaluations, review of background information, confidentiality expectations, location of work space, and submission of work product. Personnel shall attend and complete all orientation provided by the Board and/or DOC relative to security and administrative operations to be eligible to work under this contract.

### **3.11.10 CONTINUING EDUCATION**

Continuing education, both mandated by professional licensing boards and necessary for professional growth, shall occur in accordance with the mental health evaluator's applicable licensing board's regulations. The contractor should provide access to continuing education activities that are germane to the practice of correctional and/or forensic mental health and that address issues relative to cultural competence. The Board shall not bear financial responsibility for the cost of any continuing education.

### **3.12 MEETINGS WITH THE BOARD**

The contractor shall convene with the Board to discuss contract progress at least monthly. Minutes shall be maintained and distributed by the contractor to attendees.

### **3.13 CONTRACTOR PERFORMANCE COMPLIANCE**

The contractor shall comply with all reviews, inspections, compliance audits, and/or requests for corrective action plans.

### **3.14 REPORTS AND TRACKING SYSTEM**

The contractor shall prepare:

- 1) A statistical report describing the status of the mental health evaluation and risk assessment program and submit it to the State Contract Manager on a monthly basis by the fifteenth (15<sup>th</sup>) of the following month. It shall contain, at a minimum, the number and type of evaluation referrals received, the number scheduled, the number completed, the number submitted, the number of referrals past due, and the overall number of referrals currently due. This information shall be tabulated and presented for all institutions separately and totaled. Barriers to performance of the contract shall be presented in narrative format, with a suggested plan for action. Other information may be added to assist in gauging contract performance progress as deemed necessary by the State Contract Manager.
- 2) The required monthly staffing matrix, due to the State Contract Manager by the fifteenth (15<sup>th</sup>) of the following month.
- 3) An annual report containing statistical information and a narrative summary of accomplishments, including difficulties that the contractor has encountered. This report shall be submitted to the State Contract Manager thirty (30) days after the anniversary of the contract.

- 4) A tracking system that monitors the status of a request for evaluation. Contract operations shall be monitored by the contractor on a daily basis, with immediate (within twenty-four (24) hours) notification sent to the State Contract Manager in the event of problematic situations.

### **3.15 QUALITY CONTROL**

#### **3.15.1 PLAN**

The contractor shall develop and administer, with ongoing input, review, and approval from the State Contract Manager, a comprehensive, written quality control plan, which sets forth the methods to be used to monitor the operations and execution of the scope of work, including the opportunities for improvement, the identification of problems and/or barriers to success, development and implementation of corrective action plans, and follow-up to resolution. Areas of examination shall include analysis of scheduling trends by parole eligibility dates, analysis of submitted work products, and attention to identified clinical concerns.

A summary of tasks, deliverables, and timelines appears in Appendix B.

#### **3.15.2 COMMITTEE**

The contractor shall create a Quality Control Committee to monitor ongoing operations, Board concerns, contractor barriers to success, corrective action plans, and outcomes. Committee membership shall include regionally-dispersed managerial and clinical personnel and shall meet with the Board, at a minimum, on a monthly basis. Such meetings shall be chaired by a designated Board staff member. The contractor shall receive Board complaints or concerns for identifying and implementing corrective action plans and report back to the State Contract Manager upon resolution within a mutually agreed upon time frame. At the time of contract award, the contractor shall identify a designated contact person. At all times, the Committee shall monitor the effectiveness of the program and make recommendations for improvement, as needed. The Committee shall develop and implement any recommended surveillance tools and shall comply with all reviews, inspections, compliance audits, and/or requests for corrective action plans, as deemed necessary by the Board.

#### **3.15.3 SURVEILLANCE TOOL**

The contractor shall ensure that all contractual obligations are being met in full based upon the specific terms of the:

- New Jersey Statutes Annotated
- New Jersey Administrative Code
- State's professional and occupational licensing boards
- Guiding ethical principles of applicable professional and occupational associations
- American Correctional Association
- National Commission on Correctional Health Care
- Policies, procedures, rules, and regulations of the Board and DOC

The contractor shall monitor its mental health evaluations and risk assessments using the Surveillance Tool noted in Appendix C via a random sample of no less than five percent (5%) of its submitted work product per month. An acceptable score on the Surveillance Tool shall be ninety percent (90%). In cases where areas of deficiency are identified, those factors contributing to deficiency may be monitored at a higher rate in order to facilitate improved contract performance. Contractor responsibilities are also set forth in Section 5.5.



The contractor shall submit its Surveillance Tool forms to the State Contract Manager on a monthly basis.

### **3.16 CUSTOMER SERVICE**

The contractor shall be available by telephone for technical support between the hours of 9:00 AM and 5:00 PM and be available by phone thereafter (e.g., cell phone, beeper, or telephone). The contractor also shall receive requests and other information via fax and the Internet. In the event that a complaint relative to the contractor's performance is received, the matter shall be referred to the contractor for investigation and resolution, with a written report submitted to the State Contract Manager within three (3) business days. In all such cases, the State Contract Manager shall retain the final authority to resolve such matters.

### **3.17 URGENT MATTERS**

The contractor shall respond to urgent administrative and clinical matters within twenty-four (24) business hours.

### **3.18 REFERRALS AND STAFFING SCHEDULES**

#### **3.18.1 RESPONSIBILITY OF THE BOARD**

The Board shall notify the contractor, in writing and in specified format and frequency, of the parole eligibility date of inmates five (5) to seven (7) months in advance of their actual parole eligibility date. In some cases, as allowable by law and as a result of circumstances beyond the control of the Board, the notification period shall be shorter. The Board shall provide the inmate's name, State prison number, State Bureau of Identification number, location, parole eligibility date, and the required type of evaluation. This information constitutes the referral.

#### **3.18.2 SCHEDULING OF EVALUATIONS AND ASSESSMENTS**

As soon as is practicable after receipt of referral, the contractor shall schedule the mental health evaluation and risk assessment and notify in writing the mental health evaluator, the Board, and DOC. The State Contract Manager shall supply the contractor with the respective names and addresses of the contacts at the Board, DOC, and county correctional facility. The contractor shall develop and maintain administrative relationships and lines of communication with these personnel.

The contractor must have e-mail capability to receive the Board's Weekly Data File. The file contains new evaluation requests, which are generated from the Board's parole eligibility list, and manually requested evaluations. It also contains all previously requested evaluations not yet completed. The Weekly File is generated every Tuesday.

The contractor must have e-mail capability to receive the Board's Daily Data File. The Daily Data File contains inmate location movements, evaluation completions, and evaluation removal requests.

For the Weekly Data File and the Daily Data File, the Board shall submit the file layout in a comma-delimited format. The contractor shall save the files to maintain a master file or database of the Board's requests.

## 4.0 BID PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

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

Bid proposals shall not contain URLs (Uniform Resource Locators), i.e., the global address of documents and other resources on the World Wide Web or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

### 4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP Signatory Page found at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### 4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **ten (10) full, complete, and exact copies and one (1) unbound, complete and exact copy** of the original proposal.

In addition, the bidder should submit **one (1) full, complete, and exact ELECTRONIC copy** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit one (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one (1) volume and that volume divided into four (4) sections with tabs (separators). The contents should be located behind each tab, as follows:

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

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory Page provided on the Advertised Solicitation, Current Bid Opportunities webpage found at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>. The Signatory Page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

##### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

Whether the bidder is a corporation, partnership, or sole proprietorship, the bidder must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to comply will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

##### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints, or other administrative proceedings involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder Form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

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

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

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

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

Refer to Section 1.1 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

#### **4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS**

IMPORTANT NOTE: EVEN AN INCUMBENT BIDDER AND/OR ONE THAT HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM NEEDS TO BE SURE OF REGISTRATION WITH COMMERCE ON THE DAY OF BID RECEIPT AND OPENING UNDER THE SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO DETERMINE STATUS IS 609 292-2146.

This is a contract with set aside subcontracting goals for small businesses. All bidders shall include in their bid proposal a completed and signed Notice of Intent to Subcontract Form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>. Bidders intending to use subcontractors shall also include a completed and signed Subcontractor Utilization Plan Form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>. Failure to submit the forms within seven (7) days of the State's request may result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact Commerce at (609) 292-2146.

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

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

##### **4.4.3.3 SOURCE DISCLOSURE CERTIFICATION**

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed Source Disclosure Certification Form that can be located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>. Refer to Section 7.1.2 of this RFP for additional information.

#### **4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM**

All bidders should complete the Notice of Intent to Subcontract Form found at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml> to advise the State whether a subcontractor will be used to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

If requested by the State, the bidder must submit the form within seven (7) business days of the initial request.

#### **4.4.3.5 SUBCONTRACTOR UTILIZATION PLAN**

If the bidder intends to use a subcontractor, the Subcontractor Utilization Plan found at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml> should be completed and submitted with the bid proposal.

If requested by the State, the bidder must submit the form within seven (7) business days of the initial request.

#### **4.4.4 TECHNICAL PROPOSAL**

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

##### **4.4.4.1 MANAGEMENT OVERVIEW**

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

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

The bidder should submit a written, comprehensive work plan that incorporates activities responding to all components of the project. The plan should include the policy and procedures manual, the quality control plan, the proposed quality control committee membership roster, a roster of key providers and management, and the proposed staffing matrix.

##### **4.4.4.2 CONTRACT MANAGEMENT**

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

#### **4.4.4.3 CONTRACT SCHEDULE**

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

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

#### **4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN**

Not applicable to this procurement.

#### **4.4.4.5 POTENTIAL PROBLEMS**

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

#### **4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

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

##### **4.4.5.1 LOCATION**

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder also should include the telephone number and name of the contact individual.

##### **4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

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

##### **4.4.5.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured in accordance with the attached format (Attachment 1) and emphasize the relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required in this RFP.

Resumes should:

- Clearly identify the individual's previous experience in completing similar contracts
- Record beginning and ending dates for each similar contract
- Offer a description of the similar contract and demonstrate how the individual's work on the completed contract relates to the individual's ability to successfully contribute in providing the services required by this RFP
- Include the name, address, and telephone number of each reference with respect to each similar contract.

The bidder should identify and provide in its proposal the names, resumes, and letters of intent for all its potential evaluators, regional supervisors, directors, and administrative personnel. The bidder also should provide the names of these personnel in a staffing matrix. The contractor should determine the staff numbers, locations, and patterns sufficient to meet contractual obligations of the scope of work, with particular respect to quantity, quality, and timeliness of tasks, subtasks, and work products.

#### **4.4.5.4 BACKUP STAFF**

The bidder should include a list of backup staff who 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 term of the contract.

#### **4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)**

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

#### **4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER**

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements including a balance sheet, income statement, statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other

information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

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

#### **4.4.5.8 SUBCONTRACTOR(S)**

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

Should the bidder propose to use 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.

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

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel who demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

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

#### **4.4.6 PRICE SCHEDULE**

The Price schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

The estimated numbers of inmate evaluations per year provided on the Price Schedule are estimates only. There are no guaranteed minimum or maximum quantities.

The bidder must provide a firm, fixed price (rate per completed evaluation) for each type of mental health evaluation and risk assessment combination. Each type of mental health evaluation includes at least one (1) form of risk assessment.

The bidder must provide a firm, fixed price (rate per incomplete evaluation) (Section 2.2) for each type of mental health evaluation and risk assessment combination.



The bidder also must provide a firm, fixed price (hourly rate) for special services (Section 3.7.2). Given the specificity of these referrals, the bidder is reminded of the need for thorough review of the inmate's records (Section 3.6).

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 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

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

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the Signatory Page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract for delivery no more than forty-five (45) days after contract expiration.

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than one hundred eighty (180) days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

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

## **5.5 CONTRACTOR RESPONSIBILITIES**

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

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

## **5.6 SUBSTITUTION OF STAFF**

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

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

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

## **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

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

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

## **5.8 OWNERSHIP OF MATERIAL**

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

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

## **5.9 DATA CONFIDENTIALITY**

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

## **5.10 NEWS RELEASES**

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

## **5.11 ADVERTISING**

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

## **5.12 LICENSES AND PERMITS**

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

## **5.13 CLAIMS AND REMEDIES**

### **5.13.1 CLAIMS**

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

### **5.13.2 REMEDIES**

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

### **5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract for cause in accordance with Section 3.5 of the Standard Terms and Conditions. If the contractor fails to perform any service or provide any commodity required under this contract, the Director may acquire such services or commodities from another source by any available means. The contractor shall be liable for any such additional cost. The contractor shall remit any such additional cost to the State within thirty (30) days of notice from the State.

## **5.14 LATE DELIVERY**

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

## **5.15 RETAINAGE**

Not applicable to this procurement.

## **5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK**

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

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

### **5.17 SUSPENSION OF WORK**

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

### **5.18 CHANGE IN LAW**

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

### **5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)**

Not applicable to this procurement.

### **5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from 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 by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs, or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original 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 it to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State's Office of Management and Budget and Office of Information and Technology.

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

## **5.21 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>. The contractor must submit official State invoice forms to the State Contract Manager with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

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

The contractor shall submit invoices on a bi-weekly basis such that each invoice covers a two (2)-week time period of evaluation charges. Invoices shall specify the following: location of service, inmate name, inmate prison number, inmate State Bureau of Identification number, type of evaluation, fee, parole eligibility date, date scheduled, date completed, and name of evaluator.

The contractor shall e-mail an invoice file in a Microsoft Excel spreadsheet in a layout specified by the Board.

The contractor shall not be reimbursed for evaluations that have been requested for removal by the Board when the evaluation completion date is beyond three (3) days from the Board request for removal date.

The contractor shall submit billing for services rendered under this contract within ninety (90) days of submission of completed evaluations to the Board.

### **5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

Not applicable to this procurement.

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

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

**5.22.1 PATENT AND COPYRIGHT INDEMNITY**

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

**2.1 Patent and Copyright Indemnity**

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

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

c. In the event of such claim or suit, the contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product or (2) replace or modify the product to provide a non-infringing product that is the functional equivalent.

**5.22.2 INDEMNIFICATION**

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

**2.2 Indemnification**

Subject to Section 2.3 below, the contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State 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 from the work and/or materials supplied under this contract, provided (i) the State gives contractor prompt written notice of any claim, (ii) contractor has the right to control the defense of the litigation, and (iii) ) the State takes such actions as contractor may reasonably request at licensor's expense. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.



### **5.22.3 LIMITATION OF LIABILITY**

a. Notwithstanding any provision in the contract to the contrary, the contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, except as provided in subsection (b) below, shall be limited in the aggregate for the term of the contract (including any extensions) to one million dollars (\$1,000,000), except that such limitation of liability shall not apply to the following:

1. Any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality as set forth herein; and,
3. Any claim or suit based on a violation by contractor of a third party's Intellectual Property rights.

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

### **5.22.4 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### **5.22.5 MENTAL HEALTH EVALUATOR MALPRACTICE INSURANCE**

In addition, each mental health evaluator shall have in effect at the time of any work begun a malpractice insurance policy with minimum limits of liability of \$1,000,000 per incident and \$3,000,000 aggregate.

### **5.23 CONTRACT ACTIVITY REPORT**

Not applicable to this procurement.

## **6.0 PROPOSAL EVALUATION**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

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

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 Procurement Specialist will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 TECHNICAL EVALUATION CRITERIA**

- a) The bidder's general approach and plans in meeting the requirements of this RFP.
- b) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- c) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- d) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

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

### **6.3.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Schedule located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

### **6.3.3 BID DISCREPANCIES**

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

### **6.3.4 EVALUATION OF THE BID PROPOSALS**

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

### **6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

Following the opening of bid proposals, the State, pursuant to N.J.S.A. 52:34-12(f), shall negotiate one (1) or more of the following contractual issues: the technical services offered, the terms and conditions, the price of a proposed contract award with any bidder, and/or the solicitation of a BAFO from one or more bidders.

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

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. Any revised technical proposal that does not continue to satisfy all mandatory requirements shall be rejected as non-responsive and the original technical proposal shall be used for any further evaluation purposes in accordance with the following procedure.

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

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

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

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

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

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

##### **7.1.1.1 DEFINITIONS**

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

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

b) Business Entity - Any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association, or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than ten (10) percent of the profits or assets of a business entity or ten (10) percent of the stock in the case of a business entity that is a corporation for profit, as appropriate, (ii) any subsidiaries directly or indirectly controlled by the business entity, (iii) any political organization organized under Section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, and (iv) that person's spouse or child residing in the same household if a business entity is a natural person.

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

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

### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure Form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Procurement Specialist, the Certification and Disclosure Form within five (5) business days of the State’s request. Failure to submit the required forms shall preclude award of a contract under this RFP, as well as future contract opportunities.

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

### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or designee shall review the disclosures submitted by the contractor pursuant to this Section as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee prior to award or during the term of the contract. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

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

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

## **7.1.2 SOURCE DISCLOSURE CERTIFICATION REQUIREMENTS**

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

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

### **7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>.

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

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

### **7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129**

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

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

## **7.2 FINAL CONTRACT AWARD**

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

## **7.3 INSURANCE CERTIFICATES**

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

## **7.4 PERFORMANCE BOND**

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39639.shtml>. A performance bond is required. 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.

The contractor is required to submit a one (1) year performance bond for three hundred thousand dollars (\$300,000), and on each succeeding anniversary date of the contract provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the contract. This procedure will remain in place for each year of the contract thereafter until the termination of the contract. Failure to provide such proof on the anniversary date of the contract shall result in suspension of the contract, and possibly, termination of the contract.

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 signatory page 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.



## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

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

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

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

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

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

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

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

## APPENDIX A

### LIST AND DESCRIPTION OF INMATE FACILITIES

**New Jersey State Prison - Second and Cass Street, Trenton** - Located in Trenton, this maximum-security prison provides programs for adult male offenders. Work opportunities are provided by five (5) State Use Industries shops within the prison for the production of materials and products to be used by various State agencies and local governments. Educational opportunities are comprehensive, covering adult basic education through college and including a five (5)-cluster vocational education program. An Administration Segregation Unit inside the prison is available for housing and programming designed to treat the more severe behavioral problems that occur within the prison system.

**Central Reception and Assignment Facility, Sullivan Way, Trenton** – This facility serves as a central processing unit for all adult male offenders sentenced to DOC. The facility is responsible for objectively classifying all State inmates and providing all intake examinations/evaluations, including medical, dental, educational, and psychological. The Jones Farm Minimum Security Unit is a satellite unit. It serves as a work camp for inmates serving non-violent short-term sentences. The facility supports the Central Reception and Assignment Facility in the delivery of food services, building and grounds maintenance/repairs, and other activities as needed.

**East Jersey State Prison, US Rt. 1 and Rahway Avenue, Woodbridge** - This prison provides maximum, medium, and minimum-security programs for male adult offenders. Work opportunities are provided by five (5) State Use Industries shops. Food service, grounds maintenance, institutional maintenance, and farm services are provided by inmates at the North Jersey Developmental Center, Totowa. A dental laboratory services all State institutions. A functional vocational technical training program offers courses in auto body, mechanics, welding, building trades, painting and decorating, masonry, and horticulture. An Administration Segregation Unit inside the prison is available for housing and programming designed to treat the more severe behavioral problems that occur in the prison system. Residential community release programs consist of: Ballington House, Bates House, Center for Urban Education, Center for Urban Education II, Fenwick House, Field House, Port I, Port II, Tremont House, and Integrity House.

**Adult Diagnostic and Treatment Center, Avenel** – This comprises a specialized facility for the pre-sentence assessment of sex offenders. Treatment for those deemed repetitive and compulsive and who are willing to receive treatment is also available at this facility. Residential community release programs consist of Tully House and Harbor.

**South Woods State Prison, 215 South Burlington Road, Bridgeton** -This facility houses adult male offenders in a safe and secure environment providing custody care and rehabilitative services. Its bed space design capacity totals 3,188, consisting of three (3) 960 bed medium security general housing units, a 44 bed long term care facility, and a 264 bed minimum security unit. The first 960-bed unit became operational in fiscal 1997, and the second in October 1997. The remaining beds opened in the spring of 1998. Its residential community release program is Kintock IV.

**Bayside State Prison, 4293 Rt. 47, Leesburg** - This combined minimum-medium security prison provides programs for adult male offenders at the medium security prison and the minimum-security unit. In addition, an inmate detail is housed at, and provides services for, the Ancora Psychiatric Hospital. Work opportunities are provided in farm operations for minimum-security inmates. The auto license tag and clothing industries offer training for medium security inmates. The Regional Bakery, which has an inmate-training program, provides services to institutions throughout the State. The dairy provides milk for State institutions in southern New Jersey. The education program covers adult basic education and a vocational education program offering a

total of ten (10) subjects. Modular units on institution grounds provide for additional inmate housing.

**Southern State Correctional Facility, 4295 Route 47, Delmont** – This facility, which opened in July 1983, is located adjacent to Bayside State Prison. It was conceived as a quick response to alleviate severe prison overcrowding in the State. This institution is a medium security facility constructed entirely of modular buildings with a razor ribbon double fence acting as the secured perimeter.

**Mid-State Correctional Facility, Range Road, Fort Dix** - This medium security facility, which opened in May 1982, is located on thirteen (13) acres of federal government property. DOC has a leasing agreement that requires unique operating procedures with the federal government. In compliance with the basic agreement, there are no programs involving work release, furloughs, or community activities. All inmates are assigned to work details and have the opportunity to participate in programs developed within the guidelines established in the lease agreement.

**Riverfront State Prison, Elm Street and Delaware Avenue, Camden** - This prison is a medium security institution located on a 12.5-acre site adjacent to the Delaware River. The population consists of adult male offenders who are incarcerated for a variety of offenses. Residential community release programs include Hope Hall, Volunteers of America, Garrett, Institute for Human Development, and Maryville.

**Edna Mahan Correctional Facility for Women, 30 County Route 513, Clinton** - This institution provides custody and treatment programs for female offenders eighteen (18) years of age and older. The academic program offers educational opportunities from basic education through high school equivalency. College courses are also available. A vocational education program offers courses in quantity food service, beauty culture, upholstery training, clerical skills, horticulture, life skills, nurse's aide, and electronic assembly programs. The State Use sewing industry provides work experience and training. Psychiatric, psychological, and social work services are available on an individual and group basis. A drug and alcohol treatment unit is operational. Inmates who have a history of alcohol abuse are provided with individual and group counseling. Medical services are affiliated with surrounding community medical facilities. Food service is provided for the neighboring Hunterdon Developmental Center and the Mountainview Youth Correctional Facility.

**Northern State Prison, 168 Frontage Road, Newark** - This medium security institution designed for adult male offenders and located on 42 acres of property opened in fiscal year 1987. Programs provide work release, furloughs, and community service activities for inmates classified in minimum-security status. Vocational training courses are offered in printing, carpentry, and electrical repairs. An Administration Segregation Unit inside the prison is available for housing and programming designed to treat the more severe behavioral problems, which occur in the prison system. Located within the main structure, a State Use shop for the production of clothing items also provides training and work opportunities. Residential community release programs comprise Talbot Hall, CURA, CURA M, Straight & Narrow, Broughton House, Kintock I, II, and III, and Columbus House.

**Garden State Youth Correctional Facility, Highbridge Road off Route 130, Yardville** - The facility is part of the State's youth correctional institution complex. It consists of eight (8) housing units. The Prison Reception Unit previously located here was transferred to the Central Reception and Assignment Facility effective July 1, 1997. A number of programs are offered, such as academic education, vocational training, and the supportive education team program. In addition, two (2) therapeutic community programs have been established. Residential community release programs include Bo Robinson, Clinton House, and Vince's Place.

**Albert C. Wagner Youth Correctional Facility, Ward Avenue, Bordentown** - The Youth Correctional Institution provides programs for adult male offenders. A limited number of prison complex inmates are also housed here. This medium security institution emphasizes vocational, academic, and social education along with group and individual psychotherapy, substance abuse treatment, social casework, and psychiatric treatment. An Administration Segregation Unit inside the institution is available for housing and programming designed to treat the more severe behavioral problems, which occur in the institutional system. The Bureau of State Use Industries operates a metal fabrication shop in this facility. A 120 bed residential Adult Offender Boot Camp program was initiated in fiscal 1997.

**Mountainview Youth Correctional Facility, US Route 22, Annandale** - This medium security, cottage-type institution provides programs for males with both indeterminate and State prison sentences who have a minimal history of previous commitment to correctional institutions. Work opportunities include a farming operation and various work release projects for all offenders. Housing units totaling 306 bed spaces were closed in fiscal 1999 in order to reduce overcrowding and eliminate on-going security concerns.

**County Jails** - Atlantic, Bergen, Burlington, Camden, Cape May, Cumberland, Essex, Gloucester, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Salem, Somerset, Sussex, Union, Warren

## APPENDIX B

### SUMMARY OF TASKS, DELIVERABLES, AND TIMELINES

<b>Tasks and Deliverables</b>	<b>Time Period</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Section</b>
Initial meeting with State Contract Manager	Within five (5) days of award	X			3.1
Work plan	With proposal and finalized within fifteen (15) days of award	X			3.1
Policy and procedures manual	With proposal and finalized within fifteen (15) days of award and as updated thereafter	X	X	X	2.2, 3.1
Quality control plan	With proposal and finalized within fifteen (15) days of award and as updated thereafter	X	X	X	2.2, 3.1, 3.15.1
Quality control committee membership roster	With proposal and finalized within fifteen (15) days of award and as updated thereafter	X	X	X	3.1, 3.15.2
Roster of key providers and management	With proposal and finalized within (fifteen)15 days of award and as updated thereafter	X	X	X	3.1
Staffing matrix	With proposal, within fifteen (15) days of award, and monthly thereafter	X	X	X	2.2, 3.1, 3.11.1, 3.11.3, 3.14
Recruiting	Ongoing	X	X	X	3.11.4
Credentialing	Ongoing	X	X	X	3.11.2, 3.11.7
Staff orientation, training, and continuing education	Prior to employment and ongoing	X	X	X	3.3, 3.4, 3.5, 3.11.7, 3.11.9, 3.11.10
Review of inmate background information	Prior to interview / evaluation	X	X	X	3.5, 3.6, 3.11.9
Mental health evaluation and risk assessment (standard, sex offender, or in-depth)	As soon as practicable after referral	X	X	X	1.1, 1.2, 2.2, 3.1, 3.2, 3.4, 3.5, 3.6, 3.7.1, 3.7.2, 3.7.3, 3.7.4, 3.10

<b>Tasks and Deliverables</b>	<b>Time Period</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Section</b>
Written report of mental health evaluation and risk assessment, with signed evaluation receipt form	Within thirty (30) calendar days of referral	X	X	X	2.2, 3.1, 3.5, 3.6, 3.7.1, 3.7.3, 3.8, 3.10
Tracking of tasks and deliverables	Ongoing	X	X	X	3.14
Customer service	Ongoing	X	X	X	3.16
Contract progress reports	Monthly, quarterly, and annually	X	X	X	3.12, 3.14
Quality control	Ongoing	X	X	X	3.1, 3.3, 3.7.1, 3.15

## APPENDIX C

### SURVEILLANCE TOOL

**NEW JERSEY STATE PAROLE BOARD**  
**MENTAL HEALTH EVALUATION AND RISK ASSESSMENT**  
**SURVEILLANCE TOOL**

Review of an evaluation completed by \_\_\_\_\_, dated \_\_\_\_\_, in reference to inmate \_\_\_\_\_, Number \_\_\_\_\_ raises the following concerns. Please respond.

	Yes	No	Comments
1. Is the report free of material errors?			
2. Does the evaluation appear to have included a comprehensive review of the inmate's files?			
3. Does the report contain an analysis of the inmate's current offense and criminal background?			
4. Does the report assess the inmate's substance abuse history?			
5. Does the report assess current and prior mental health functioning?			
6. Is there an assessment of the inmate's ability to function independently?			
7. Is there an assessment of the inmate's educational and employment background?			
8. Is there an assessment of family and marital history?			
9. Are general criminal recidivism and/or sex offender risk assessment scales (as appropriate to the case), interpreted and integrated into report?			
10. Does the evaluation assess the likelihood of future violent behavior?			
11. Does the evaluation include appropriate recommendations to decrease future likelihood of offending behaviors?			
12. Does the report assess the inmate's cooperation in his or her own rehabilitation or prescribed treatment?			
13. Does the report contain a prognosis of successful completion of parole, if paroled?			
14. Does the report contain recommendations to help the Board identify the appropriate level of parole supervision, community support required, and special conditions of parole in order to increase the likelihood of success if paroled?			
15. Does the evaluation comprehensively assess the inmate's needs?			
16. If report is of an in-depth psychological evaluation, are MMPI-2 results interpreted and integrated into report?			

Quality Control Committee Member Name: \_\_\_\_\_

Date: \_\_\_\_\_

Score: \_\_\_\_\_ (#Yes) / \_\_\_\_\_ (#Scored) = \_\_\_\_\_ %

# ATTACHMENT 1

## RESUME FORMAT

Name:  
Present Title:  
Role for this Project: *Proposed role for the subject contract.*

*Experience Summary:* *Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, or conversion planning. For each type of experience, the number of years of experience must be identified.*

*Job A:*  
Employed from (month/year) to (month/year):  
Title:  
Employer name, phone number, fax number and/or e-mail address:  
Employer address:

*Specific Project A:*  
Customer name:  
Current telephone number, fax number and/or e-mail address:  
Brief project description:  
Time period individual assigned to project:  
Percentage of time on specific project (based on full days, five days per week):

*Continue with Projects B, C, etc., as needed.*

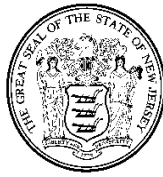
*Continue with Jobs B, C, etc., as needed.*

*Educational Background*  
School name (post-secondary education):  
Location:  
Type and date of degree received:

*Specialized Training*  
Type of training and dates attended (months/year):

*References:*  
*Provide the following information for each of two (2) references.*  
Name:  
Position:  
Current telephone number, fax number and/or e-mail address:  
Relationship:





# State of New Jersey

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

JON S. CORZINE  
*Governor*

BRADLEY I. ABELow  
*State Treasurer*

To: All Interested Bidders

Re: RFP # 08-X-39639  
Psychological Testing: Mental Health Evaluations and Risk Assessments, Parole Board  
Bid Due Date: September 26, 2007 (2:00 P.M.)

## **ADDENDUM #1**

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

Part 1: Answers to questions

Part 2: Additions, deletions, clarifications, and modifications to the RFP

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

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

**PART 1**

**Psychological Testing: Mental Health Evaluations and Risk Assessments, Parole Board  
Bid Number 08-X-39639**

**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(s) where applicable.

<b>#</b>	<b>Page #</b>	<b>RFP Section Reference</b>	<b>Question</b>	<b>Answer</b>
1			Please confirm the effective date of the contract.	The effective date is dependent upon factors beyond the control of the Purchase Bureau and thus can not be confirmed at this time.
2			Please confirm the number of price sheets there should be off the website?	There is one (1) Price Schedule of two (2) pages in length for the bidder to download from the website.
3	18	3.5	a. Will access to Language Line Services be available at all DOC prisons? b. What about at county jails?	a. Yes. b. Yes.
4	18	3.5	Who will pay for the use of Language Line Services?	The State is responsible for the cost of translation services.
5	18	3.5	Will there be restrictions regarding the times when Language Line Services will be available for use by clinicians completing parole evaluations?	Language Line Services will be available during the hours when access to the facilities is available. DOC and county jails determine their respective hours of operation.
6	18	3.6	Will NJDOC EMR continue to be used for report writing for parole evaluations?	Presently, yes. The contractor may suggest alternate methods of document production after contract award.
7	19	3.7.1	What are the on-site hours during which clinicians are expected to complete parole evaluations?	Mental health evaluators are required to complete parole evaluations in accordance with DOC and county jail standard operational procedures. Business hours, determined by DOC and county jails, generally allow for the morning, afternoon, and evening conduct of business. Bidders should realize, however, that there are times when inmates are not available, e.g., during institutional population count, mess, and mass movements. Such events comprise routine institutional operations.
8	19	3.7.1	Will there be restrictions in terms of hours when inmates will be made available for interviews by clinicians?	Any restrictions on availability of properly scheduled inmates will be based on DOC and county jail operational needs, e.g., security, mass movements, crises, power outages, and other factors beyond the control of the Board.

9	19	3.7.1	Should an hourly psychological rate be identified over and above the unit price on the price sheet for in-depth psychological evaluations that exceed the identified time frames referred to in Section 3.7.1?	No. Included in these estimates of time are all tasks and subtasks required for adequate performance. It is highly unlikely that an evaluation would take more than eight (8) hours to complete. See Sections 2.1 (Firm, Fixed Price), 3.7.1 (Timing), and 4.4.6 (Price Schedule) for further details.
10	21	3.11.1	a. Can Master's level clinicians perform and write reports for risk assessments that are requested by the Parole Board? b. If so, can they complete both sex-offender risk assessments and risk assessments for potential future violence?	a. Yes, but the master's level mental health evaluators shall be professional counselors with, for example, those with an M.S. or M.A., or clinical social workers with an M.S.W. Sections 2.2 (See especially In-Depth Psychological Evaluation, Mental Health Evaluator, Sex Offender Mental Health Evaluation, and Standard Mental Health Evaluation) and 3.5 (Protocol) set forth evaluator credentialing requirements. In addition, bidders are reminded that "Such personnel shall have substantive experience, training, and interest in forensic and/or correctional mental health practice". b. See response to "a", above.
11	21	3.11.1	There are no administrative assistant positions listed in the RFP. How does the Parole Board expect administrative tasks, such as scheduling of inmates for interviews, communicating with DOC staff about the need for inmate files, communicating about changes in clinician schedules, administering MMPI, etc., to be accomplished?	The State shall pay the contractor based on the number of completed (Lines 1-3 of the Price Schedule) and incomplete (Line 4) evaluations and not by the number of hours worked by individuals with the exception of special services hourly rates (Line 5). Labor and all other costs must be represented by the bidder in its firm, fixed price See Sections 2.1 (Firm, Fixed Price) and 4.4.6 (Price Schedule) for further details.
12	27	4.4.1.3	a. Please clarify this form. b. Does this include inmate lawsuits?	a. This form, Disclosure of Investigations and Actions Involving Bidder, shall be submitted with the bid proposal. It comprises page 2 of the NJ Standard RFP Forms found on the website. b. Yes. A bidder should reveal all requested information. The State will review each bidder's response to determine the impact on a bidder's ability to perform the contract.
13	28	4.4.2.2	Does this RFP mandate subcontracting with a small business? If so, how will that be used/weighted in the evaluation criteria?	This RFP does not mandate subcontracting.

14	28	4.4.2.2	<p>If the bidder does not plan on using a subcontractor, does the Notice of Intent to Subcontract Form need to be completed?</p>	<p>As stated in Section 4.4.2.2, "All bidders shall include in their bid proposal a completed and signed Notice of Intent to Subcontract Form..." and, "Bidders intending to use subcontractors shall also include..." The word "shall" in each sentence is changed to "should" in Part 2 of this addendum #1. As stated in Section 4.4.3.4, "All bidders should complete the Notice of Intent to Subcontract Form...to advise the State whether a subcontractor will be used to provide any goods or services under the contract." If the bidder does not plan on using a subcontractor, the Notice of Intent to Subcontract Form need not be completed, but if requested by the State, it must be submitted within seven (7) business days of the initial request.</p>
15	32	4.4.6	<p>a. Is there a determination for varying levels of difficulty in risk assessments?  b. 1 unit vs. 1½ units vs. 2 units?  c. If so, how should that be identified on the Price Schedule?</p>	<p>a. No.  b. For billing purposes, there are no "units." The Price Schedule shall contain a Firm, Fixed Price to perform the required work, as set forth in the Scope of Work. See Sections 2.1 (Firm, Fixed Price) and 4.4.6 (Price Schedule) for further details.  c. Not applicable.</p>

**PART 2**

**Psychological Testing: Mental Health Evaluations and Risk Assessments, Parole Board  
Bid Number 08-X-39639**

**Additions, Deletions, Clarifications, and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	28	4.4.2.2	In the second paragraph in the second and third sentences, change "shall" to "should".