



Request for Proposal (RFP)

JJC Bid #: HVACR - 2021

**For: Heating, Ventilation, Air Conditioning, & Refrigeration (HVACR)
Program**

Event	Date	Time
Questions and/or Request for Clarifications Due Date. Answers and/Clarifications will be provided at the mandatory Bidder's Conference	8/29/21	5:00 pm
Mandatory Bidders Conference (Refer to <u>RFP Section V</u>)	8/30/21	2:00 pm
Proposal Submission Date (Refer to RFP Section VIII)	10/25/21	3:00 pm

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Juvenile Justice Commission website <https://www.njoag.gov/about/divisions-and-offices/juvenile-justice-commission-home/jjc-funding-opportunities/>

RFP Issued By

State of New Jersey
Juvenile Justice Commission
Office of Education
PO Box 107
Trenton, New Jersey 08625-0307

TABLE OF CONTENTS

I.	Purpose and Intent.....	3
II.	Background.....	4
III.	Definitions.....	4
IV.	Scope of Work... ..	5
	• Individual/Agency/Business Entity Capacity	
	• Goals and Objectives	
	• Project Description	
	• Project Evaluation	
	• Budget with Narrative	
V.	Bidders Conference.....	9
VI.	Contract Term Period.....	10
VII.	Contract Transition	10
VIII.	Submission of Proposal.....	10
IX.	Forms, Registration, and Certification.....	11
X.	Questions and/or Request for Clarification.....	12
XI.	Additional Information... ..	13
	1. Right to Waive	
	2. Clarification of Proposal and/or Oral Presentation	
	3. Contents of Proposal	
	4. Price Alternation in Hard Copy Proposals	
	5. Withdraw Bid/Proposals	
	6. Conflicts of Interest	
	7. Joint Venture	
	8. New Jersey Business Ethnic Guide	
	9. Non-Collusion	
	10. Disaster Plan	

11. Compliance with Federal and State Laws and Regulations and Commission Policies Regarding Confidentiality, Informed Consent and PREA
12. Substitution or Addition of Subcontractor(s)
13. Precedence of Juvenile Justice Commission Standard Language Document
14. Contract Amendment
15. Contractor Responsibilities
16. Ownership of Material
17. Data Confidentiality
18. Contractor's Confidential Information
19. Data Security Standards
20. News Releases
21. Advertising
22. Licenses and Permits
23. Claims
24. Remedies
25. Remedies for Failure to Comply with Material Contract Requirements
26. Late Delivery
27. Additional Work and/or Special Projects
28. Contract Activity Report
29. Availability of Funds

XII. Exhibits/Attachments 25

1. Signatory Page
2. Timeline
3. Budget & Budget Narrative
4. New Jersey Standard Terms and Conditions
5. Commissions Standard Language Document

I. PURPOSE AND INTENT

The purpose of this RFP is to solicit proposals from individuals, agencies, or business entities to implement a Heating, Ventilation, Air Conditioning, & Refrigeration (HVACR) Program at multiple Commission facilities. This program will provide both: 1) EPA 608 Certification and 2) HVACR Technician Certification and training.

The Commission is requesting proposals from bidders to plan, coordinate and deliver a Heating, Ventilation, Air Conditioning, & Refrigeration (HVACR) program that provides an opportunity for Commission residents, both high school students and post high school students, to earn an EPA 608 Certification and HVACR Technician Certification and to develop industry recognized HVACR skills. These skills and certifications will prepare youth to: 1) be competitive candidates for employment in the HVACR field; 2) create entrepreneurial/self-employment opportunities for themselves in the HVACR field; and 3) pursue advanced training or a bachelor's degree in the HVACR field.

The selected bidder will provide an HVACR curriculum, properly certified instructors, and other necessary materials to ensure Commission residents are receiving instruction following current industry standards and best practices that will allow residents to become skilled HVACR technicians. Further, the bidder will provide a list of courses and a proposed timeline for each course, taking into consideration Commission residents may require more time for completing courses than students participating in training courses in other settings. In addition, the Commission intends to purchase and install HVACR equipment at classrooms located in two secure juvenile facilities (Monroe Township, Bordentown) as well as in a mobile HVACR lab that will also be purchased by the Commission and will move between various Commission residential community home (RCH) sites (at this time the RCH sites have not been identified but all sites are in New Jersey). The bidder will be responsible for operating the HVACR equipment at the two secure facilities and the mobile lab. The Commission will be responsible for transporting the mobile lab between Commission RCH sites.

The intent of this RFP is to award a contract of up to \$300,000 (\$150,000 per year) for a 24-month period, based upon the availability of funds, to the responsible bidder whose 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 Commission to be in the State's best interest.

The Commission's Standard Language Document and the New Jersey Standard Terms and Conditions will apply to all contracts or purchase agreements, entered into with the

Commission. 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.

II. BACKGROUND

The Commission is the single agency of State government with centralized authority for planning, policy development and provision of services in the juvenile justice system. The Commission's three primary responsibilities are: the care, custody, and rehabilitation of juvenile offenders committed to the Commission by the courts; the support of local efforts to provide services to at risk and court involved youth; and the supervision of youth on juvenile parole. The Commission operates both secure juvenile facilities and residential community homes (RCHs). Secure juvenile facilities are staffed by civilian and law enforcement personnel and provide a full range of services including, but not limited to, education, vocational programming, counseling, and medical services. Residential community homes offer a less restrictive environment and are staffed by trained civilian staff. Post-release planning and comprehensive individual reentry plans are developed for each resident to assist with his or her transition from a Commission program to his or her home community.

Many Commission residents are entering the Commission with a high school diploma or equivalent or they are earning it while they are with us. Therefore, the Commission seeks to strengthen post-secondary education and career/job skills development and credentialing opportunities for youth.

The goal of the HVACR program is to enable youth to engage in and successfully complete a series of developmental programs in HVACR which will lead to an industry-recognized credential in a high demand employment area. These programs and credentials will prepare youth to: 1) be competitive candidates for employment in the HVACR field; 2) create entrepreneurial/self-employment opportunities for themselves in the HVACR field; and 3) pursue advanced training or a bachelor's degree in the HVACR field.

III. DEFINITIONS

For the purposes of this RFP, the following definitions apply:

Bidder/Vendor – The individual, agency or business entity submitting a proposal,

Contractor - The Bidder/Vendor with whom the State of New Jersey has selected to award a contract.

IV. SCOPE OF WORK

The Commission seeks to contract with a Bidder that will implement an HVACR program at multiple Commission facilities. Contracted services will be provided in a classroom at two secure juvenile facilities (Monroe Township and Bordentown) and in a mobile learning lab at multiple non-secure residential community homes (RCHs) (the specific RCH sites for the HVACR program have not yet been identified, but the provider must be able to provide services at any of the following RCHs locations: Bordentown, Tabernacle, Hopewell, Newark, Forked River, Chatsworth, Egg Harbor City, Vineland, Glen Gardner, and Oxford). The mobile lab will travel between the RCHs and it will be driven by Commission staff. The Bidder will not be expected to drive the lab, but will be expected to have their certified staff ready for instruction at the mobile lab's destination. A schedule of destinations, dates, and times will be provided to the Bidder in a timely manner.

The Commission has students who are both classified and non-classified for special educational services and some students have Individual Educational Plans (IEPs) in accordance with New Jersey Department of Education standards. Commission students are at various educational levels, which the Bidder should take into consideration when developing the curriculum and timeframes. Classes may be separated based on high school graduates and non-high school graduates and other factors the Commission may deem appropriate.

Upon initiation of the contract period, the Commission will develop a list of students who are interested in and eligible for the HVACR program and the Commission facility where each resident is located. This list, along with academic transcripts, will be presented to the Contractor.

The Contractor must also have the capacity to provide services by teleconferencing/video (telecommunication) when necessary or as requested by the Commission. It is expected that the Contractor will work collaboratively and in concert with the Commission and in accordance with all applicable laws, regulations and Executive Orders related to COVID-19. Further, The Contractor must comply with all JJC residential facilities, secure care facilities, and mobile lab security protocols.

Eligible to Apply: Accredited colleges; universities; Institutions of Higher Education; HVACR training organizations; HVACR unions are eligible to apply.

An individual/agency/business entity is being sought to:

- A. Work cooperatively and in concert with the Commission's administration and staff.
- B. Provide an HVACR program and curriculum to high school students and post high school students ages 14 to 24 in secure juvenile facilities and at non-secure Residential Community Homes, aligned to the learning levels of Commission residents, and that leads to EPA 608 Certification and HVACR Technician Certification.
- C. Ensure certified instructors provide workshops, interactive discussions, and hands on training to engage youth; equipment used must include but is not limited to the HVACR equipment purchased by the Commission.
- D. Provide NJ State approved or accredited HVACR programs, to ensure that student credits are transferable to other approved or accredited NJ State HVACR programs.
- E. Provide services in person and by video/telecommunication utilizing all available platforms.
- F. Submit required programmatic and fiscal reports to the Commission's Office of Education. This report shall include, but not be limited to, the following information: student attendance in scheduled classes; behavior while in attendance; summary reports of class observations and test scores; areas in which students may require supplemental assistance; and overall growth or progress toward the accomplishment of the program objectives.

The application will be scored on the following criteria:

- **Individual/Agency/Business Entity Capacity (20 points):** Introduce the Individual/Agency/Business Entity that will provide the requested services. Describe the Individual/Agency/Business Entity and its current mission and vision. Describe the Individual/Agency/Business Entity's experience implementing HVACR or similar programs with youth who have been adjudicated delinquent or incarcerated or with adult or underserved populations who have experienced involvement with the criminal justice system.
- **Goals and Objectives (10 points):** State the goal of the proposal, including its intent to develop and implement an HVACR curriculum and training program. Identify the specific quantifiable and measurable objectives that will be implemented to accomplish the stated goal, including but not limited to HVACR knowledge, skill sets, and certifications to be acquired through the program. The objectives should be clearly linked to the goals described above in A-F.
- **Program Description (40 points):** The Contractor is expected to implement a state

approved or accredited HVACR program at two secure juvenile facilities and at multiple residential community homes. Describe in detail the activities that will be implemented in each of the areas below. Identify any partners or collaborators that will be involved in each component and include a letter of support from any identified collaborators.

- o ***Planning Process.*** Describe the planning process and complete Attachment 2, Timeline. As part of the initial and ongoing planning of the project, the Contractor should expect to participate in planning meetings with Commission staff to discuss plans, monitor progress, and provide feedback.

- o ***EPA 608 Series.***
 1. What is the anticipated timeframe it would take a Commission youth to prepare for and pass the Series 608 (Type 1, Type 2, Type 3, and the Universal) test? (Outline instruction time. Please provide number of hours each day, how many days a week, etc.)
 2. Describe and explain how you will staff the mobile learning lab and how you will provide instruction in a mobile learning lab environment.
 3. Identify the number/percentage of enrolled youth expected to complete the program.
 4. Provide a detailed description of program staff and providers and describe their duties as they relate to this program. Proposals must include the résumés of staff and consultants who will be funded under this contract.
 5. Describe how the Bidder incorporates internships, hands on skills, and other opportunities for students to gain real world experience.

- o ***HVACR Technician Certification.***
 1. What is the anticipated timeframe it would take a Commission youth to prepare for and pass the Technician Certification test? (Outline instruction time. Please provide number of hours each day, how many days a week, etc.)
 2. Describe and explain how you will staff the mobile learning lab and how you will provide instruction in a mobile learning lab environment.
 3. Identify the number/percentage of enrolled youth expected to complete the program.
 4. Provide a detailed description of program staff and providers and describe their duties as they relate to this program. Proposals must include the résumés of staff and consultants who will be funded under this contract.
 5. Describe how the Bidder incorporates internships, hands on skills, and other opportunities for students to gain real world experience.

- o ***Level of Service.*** Each classroom will hold a maximum of 12 students and the mobile lab learning lab holds a maximum of 6 students. Describe the number of Commission youth to whom services will be provided annually and at any given time. Include the number of direct service hours provided to an individual youth over the duration of the

program and convert to a total number of projected service hours that will be provided annually through the program based on the projected number of youth served and the length of the program.

- o **Community Resources.** Describe whether and how the Individual/Agency/Business Entity will utilize resources in the community to support youth transitioning home from a secure or residential facility to the community in terms of employment opportunities in HVACR and further HVACR training placement.
- **Program Evaluation (15 points).** Describe the targeted outcomes for both the EPA Series 608 Certification and the HVACR Technician Certification and a clear and achievable evaluation plan for measuring those outcomes. At a minimum, the plan must include an evaluation of the following outcomes: a) youth knowledge and skills gained through participation in program components, which may include but is not limited to, reporting the number/percentage of youth who pass each test and who achieve the EPA 608 Certification and HVACR Technician Certification; and b) youth satisfaction with services delivered. Identify any other outcomes the Bidder intends to and is equipped to measure, including measures of access to community resources, employment opportunities, and advanced training opportunities. Describe the methods that will be used to measure the identified outcomes. Include any surveys, interview protocols, or other measurement tools that will be used in the evaluation, if applicable.
- **Budget with Narrative: (15 points):** Please be advised that the Contractor will be required to adhere to all State and federal laws, regulations, guidelines, executive orders and standards.

Provide a budget and budget narrative (See Attachment No. 3) that: 1) shows allowable costs for each proposed activity and provides a brief narrative statement that links these costs with project activities; 2) demonstrates how the amounts requested were derived using an equation (e.g., hourly rate of pay x hours of service = total request); and 3) describes other funding sources and contributions (source(s) and amount, if applicable).

The Budget with Narrative must be presented under the following categories, as applicable:

- A. Personnel (Salaries and Wages).
 - o Include in the calculation the number of service hours to be provided under each area described earlier (planning, entrepreneurship program content/structure and level of service).
- B. Consultants & Professional Fees (for individuals with whom the individual/agency/business entity will subcontract for services). Fees are to be reasonable and consistent with that paid for similar services in the marketplace.

- Include in the calculation the number of service hours to be provided
- C. Materials and Supplies (Consumable Supplies and Food).
- D. Facility Costs.
- E. Other (Travel and Transportation, miscellaneous costs not provided for in other categories or subcategories. Please note, consultant and staff mileage reimbursement is limited to the current allowable state rate of \$0.35 per mile).
- F. General and Administrative Costs (limited to 10% of the total costs charged to the contract).

The following costs are not allowable:

1. Supplanting: Funds must be used to establish a program where none previously existed or to expand existing funds for program activities but **cannot replace those funds which have been appropriated for the same purpose.**
2. Food: Funds awarded under this contract **cannot** be used for meals and refreshments at staff/consultant meetings, trainings, conferences, etc.
3. Construction, expansion or building renovation.
4. Purchasing or acquiring land
5. Vehicle acquisition
6. Lobbying
7. Bonuses, commissions or honorariums

In the event of a Public Health Emergency all in person services provided by the Contractor regarding any Commission resident or Commission staff, pursuant to the terms of the contract, shall be provided by telecommunication. Telecommunication will be provided under the supervision of the Commission, unless otherwise determined by the Commission, until the Public Health Emergency is no longer in effect and the Contractor has received the approval of the Commission to resume in person services. Therefore, the proposal should reflect a separate price for services provided by telecommunication and for services provided in-person.

V. BIDDERS CONFERENCE

In an effort to assist Bidders in applying for these funds, a Bidders conference will be held by telecommunication on **8/30/21** at 2:00 pm. **The Bidders conference is mandatory.** Please read this RFP in its entirety prior to the event and prepare any questions you have in advance. Please note, the information provided during this Bidders conference will not be made available in any other form to those who do not attend. Please R.S.V.P via email

to Tory.Bunn@jjc.nj.gov by **5:00 pm on 8/29/21** if you are participating in the Bidder's conference.

VI. CONTRACT TERM PERIOD

The term of a contract shall be for a twenty-four month period, contingent upon appropriations and the availability of funds. The anticipated "Contract Period" is 1/1/22-12/31/23. Note delays in the procurement process may result in a change to the anticipated start date, however this will not impact the length of the contract term. A total of up to \$300,000 (\$150,000 per year) for a twenty-four month period is available for funding this contract.

VII. CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Commission, until new services can be completely operational in accordance with the terms and conditions set out in the Commission's Standard Language Document.

VIII. SUBMISSION OF PROPOSAL

The proposal narrative must be double-spaced using standard 12-point font with 1-inch margins and must not exceed fifteen (15) pages (not including required attachments). Use the bold section headers identified in the scope of work and provide all requested information.

Bidders must submit all required information, documents and attachments described throughout the RFP via email to Tory.Bunn@jjc.nj.gov no later than 10/25/21 at 3:00 pm. Mailed or faxed proposals will not be accepted. Required attachments and forms are available at <https://www.njoag.gov/about/divisions-and-offices/juvenile-justice-commission-home/jjc-funding-opportunities/>. Please note that any proposal that does not comply with the requirements of the Request for Proposal or is received after the submission deadline will be automatically rejected. Proposals that do not score a minimum of 80 out of 100 possible points will also not be considered. You will receive an email verifying your bid has been received.

NOTE: The email of all proposal packages may not exceed 35 mb and must include "HVACR-2021 RFP" and the RFP submission deadline in the subject line of the email. If your file is too large, you may submit multiple emails.

Required documents with proposal

1. Signatory Page
2. Timeline
3. Budget & Budget Narrative
4. Documentation of NJ state approval or accreditation in HVACR
5. Letters of Commitment from collaborators (if available)
6. Evaluation Tools (if available)

The contract will be awarded on a competitive basis, based on the selection criteria described in this RFP and the sufficiency of the response to all elements specified in the RFP.

IX. FORMS, REGISTRATIONS, AND CERTIFICATIONS, if selected

All individuals and agencies contracting with the State of New Jersey are required to have a Business Registration Certificate completed, registered and certified pursuant to the State of New Jersey Division of Purchase & Property NJSTART Website and complete the required Treasury forms below.

Please refer to the following sites for registration and all required forms:

<https://www.njstart.gov/bs/>

<https://www.nj.gov/treasury/purchase/forms.shtml>

PLEASE NOTE: In accordance with the Commission's policies and procedures, all selected Bidder(s), including all staff and consultants who will be providing services pursuant to this RFP, will be subject to the following background checks and must satisfactorily pass all checks prior to the award of the contract:

- The National Crime Information Center (NCIC);
- A LiveScan Fingerprint check;
- New Jersey's Child Abuse Record Information (CARI) check with the New Jersey Child Abuse Registry.

Further, all staff and consultants of the selected bidder, who will be providing services pursuant to this RFP, shall submit copies of required or relevant degrees, certifications and/or licenses to the Commission prior to the award of the contract.

In addition, the Contractor, including all staff and consultants who will be providing services pursuant to this RFP, will be required to attend a formal training session under the

Commission's policy enforcing the Federal Prison Rape Elimination Act, 34 U.S.C. §30301, et seq. (PREA).

X. QUESTIONS AND/OR REQUESTS FOR CLARIFICATION

Questions and/or requests for clarification must be submitted to Tory.Bunn@jjc.nj.gov no later than **8/29/21 at 5:00 pm** with the subject line "HVACR - 2021". Answers and/Clarifications will be provided at the mandatory Bidder's Conference.

Revisions to the RFP

If 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 Commission's website. To access the addenda, the Bidder must select the RFP on the web page at (<https://www.njoag.gov/about/divisions-and-offices/juvenile-justice-commission-home/jjc-funding-opportunities/>).

There are no designated dates for release of addenda. Therefore, interested Bidders should check the Commission's website daily from the time of the RFP issuance through the proposal submission deadline. It is the sole responsibility of the Bidder to be knowledgeable of all addenda related to this procurement.

XI. ADDITIONAL INFORMATION

1. RIGHT TO WAIVE

The Commission reserves the right to waive minor irregularities. The Commission also reserves the right to waive a mandatory requirement provided that:

- (1) The requirement is not mandated by law;
- (2) All the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) In the sole discretion of the Commission, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

1. CLARIFICATION OF PROPOSAL AND/OR ORAL PRESENTATION

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

After the proposals are reviewed, one, some, or all of the Vendors may be asked to clarify certain aspects of their proposals. A request for clarification may be made to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification. In evaluating proposals, 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 correct sum of the column of figures. The Commission reserves the right to request a Vendor to explain, in detail, how the proposal price was determined

The Vendor may be required to give an oral presentation to the State concerning its proposal. Vendor may not attend the oral presentations of their competitors. It is within the State's discretion whether to require the Vendor to give an oral presentation or require the Vendor to submit written responses to questions regarding its proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a proposal. The Commission will be the sole point of contact regarding any request for an oral presentation or clarification.

2. CONTENTS OF PROPOSAL

Your proposal can be released to the public pursuant to the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 to -13., or the common law right to know, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and/or factual basis for such assertion. **The location in the proposal of any such designation should be clearly stated in a cover letter.** The Commission reserves the right to make the determination as to what is proprietary or confidential and will advise the Bidder accordingly. Any information deemed proprietary and/or confidential in your proposal by the Commission will be redacted by the Commission. The Commission will not honor any attempt by a Bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Bidder’s assertion of confidentiality with which the Commission does not concur, the Bidder shall be solely responsible for defending its designation.

3. PRICE ALTERATION IN HARD COPY PROPOSALS

Proposal prices must be typed. 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.

4. WITHDRAW BID/PROPOSAL

A Bidder may request that its proposal be withdrawn prior to the proposal submission deadline. Such request must be made, in writing, to the Commission. If the request is granted, the Bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified.

5. CONFLICTS OF INTEREST

New Jersey Conflicts of Interest Law prohibits State officers or employees from acting in their official capacity in any matter wherein they have a direct or indirect personal financial interest which might reasonably be expected to impair their objectivity or independence of judgment.

6. JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each

party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Commission of Revenue prior to the award of a contract.

7. NEW JERSEY BUSINESS ETHICS GUIDE

The Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide can be found at: <https://www.state.nj.us/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

8. NON-COLLUSION

By submitting a proposal, the Bidder certifies as follows:

- a) The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder.
- a) Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the proposal submission.
- b) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- c) The Bidder’s proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- d) The Bidder, its affiliates, subsidiaries, officers, Executive Directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

9. DISASTER PLAN

The Contractor shall follow procedures developed by the Commission for evacuation in the event of a manmade or natural disaster, disturbance, or riot. The Contractor shall ensure that all its employees are familiar with the Commission’s evacuation procedure for each facility.

10. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS AND COMMISSION POLICIES REGARDING CONFIDENTIALITY, INFORMED CONSENT AND PREA

The Contractor shall ensure specific compliance with all applicable State and Federal laws and regulations and Commission policies governing privacy, confidentiality, informed consent, PREA, and medical and legal access/disclosure including, but not limited to, N.J.S.A. 2A:4A-60, and the Health Insurance Portability and Accountability Act (HIPAA). This includes safeguarding the confidentiality of Resident information, and parent/guardian information as relevant, shared and otherwise obtained as a result of the awarding of the contract pursuant to this RFP.

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

11. SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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 Authorized member of the Commission staff for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Commission and have cleared all required background checks. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its proposal

12. PRECEDENCE OF JUVENILE JUSTICE COMMISSION STANDARD LANGUAGE DOCUMENT

The contract awarded as a result of this RFP shall consist of this RFP, New Jersey Standard Terms and Conditions (attached hereto as Exhibit/Attachments), addenda to this RFP, if any, the Juvenile Justice Commission Standard Language Document, the Bidder's proposal, any best and final offer, and the Division's Notice of Award (collectively, the "Contractual Documents").

In the event of a conflict in the terms and conditions among the documents comprising the Contractual Documents, the below order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking):

- 1) New Jersey Standard Terms and Conditions;

- 2) Juvenile Justice Commission Standard Language Document;
- 3) Addenda to the RFP, if any;
- 4) The RFP;
- 5) The bidder's proposal;
- 6) Any best and final offer;
- 7) The Division's Notice of Award.

For the avoidance of doubt, the New Jersey Standard Terms and Conditions shall prevail over any other terms not otherwise amended by written agreement signed by the parties.

13. 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 Executive Director of the Commission.

14. 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.

15. OWNERSHIP OF MATERIAL

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

accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to bidder or Contractor's Background IP as defined below, 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 contract, 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 proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its 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 nonexclusive, 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.

Auditing firm working papers remain the property of the auditing firm in accordance with standards issued by the American Institute of Certified Public Accountants (AICPA). While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon AICPA standards and under supervision of the firm.

17. DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential ("State Confidential Information"). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any other 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.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality. When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects.

18. CONTRACTOR'S CONFIDENTIAL INFORMATION

a. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.

b. By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's proposal as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

c. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the

other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

d. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.

e. In the event that the State receives a request for Contractor Confidential Information related to this contract pursuant to OPRA, a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response. Contractor shall take any action it deems appropriate to protect its documents and/or information.

f. In addition, in the event Contractor receives a request for State Confidential Information pursuant to OPRA, a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, immediately notify the State, in writing and provide the Contractor's intended response. The State shall take any action it deems appropriate to protect its documents and/or information.

g. Notwithstanding the requirements of nondisclosure described above, either party may release the other party's Confidential Information (i) if directed to do so by a court order (ii) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section (e), or if Contractor is unsuccessful in defending its rights as described in Section (e), or (iii) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section (f), or if the State is unsuccessful in defending its rights as described in Section (f).

19. DATA SECURITY STANDARDS

a. Data Security: The Contractor, at a minimum, shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT's Information Security Policy, 18-02-NJOIT (available at https://www.nj.gov/it/docs/ps/18-02-NJOIT_Information_Security_Policy.pdf).

1. Any Personally Identifiable Information must be protected. The Contractor shall adhere to the policies, standards, procedures, and guidelines contained in the "Executive Branch Statewide Information Security Manual," which governs all data use, including classification and disposal (see https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf).

2. Data usage, storage, and protection is subject to all applicable Federal and State statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the Federal Drivers' Privacy Protection Act of 1994, 18 U.S.C. 2721 et seq. and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor shall also conform to Payment Card Industry (PCI) Data Security Standard.

b. Data Transmission: The Contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

c. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer State of New Jersey data outside of the United States.

d. Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

e. Data Re-Use: All State-provided data must be used expressly and solely for the purposes enumerated in the contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind may be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

f. Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable Federal and State laws, including without limitation N.J.S.A. 56:8-161, et seq., that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the State Contract Manager within twenty-four (24) hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from, and against, any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

g. End of Contract Data Handling: Upon termination/expiration of this contract, the Contractor must first return all State data to the State in a usable format as defined in the contract, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards and procedures enumerated in the Statewide_Information_Security_Manual (see *infra* 19(a)(1)) and certify in writing that these actions have been completed within thirty (30) days of the termination/expiration of this contract or within seven (7) days of the request of an agent of the State, whichever shall come first.

20. 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 Executive Director of the Commission.

21. 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 Executive Director of the Commission.

22. 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 Commission 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 proposal.

23. CLAIMS

Any contract signed on behalf of the Commission by a State official shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-3, and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to -10, and the availability of appropriations.

24. 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 Executive Director of the Commission.

25. REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Executive Director of the Commission may take steps to terminate the contract in accordance with the Juvenile Justice Commission Standard Language Document, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

26. LATE DELIVERY

The Contractor must immediately advise the Commission of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a specific date.

27. ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The

relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original 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 proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included. Upon receipt and approval of the Contractor's written proposal, the State Contract Manager shall forward same to the Executive Director of the Commission for the Executive 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 Executive Director of the Commission must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and NJOIT.

No additional work and/or special project may commence without the Commission's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Commission'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 Commission's written approval.

28. CONTRACT ACTIVITY REPORT

Contractor(s) must provide, on a calendar quarter basis, to the assigned Commission representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State-using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State agencies. Quasi-State agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

29. AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.