



## Request for Proposal (RFP)

**JJC Bid #: 2022 On-Site Psychological Consultation**

**For: Pinelands Residential Community Home**

Event	Date	Time
<b>Questions and/or Request for Clarifications Due Date</b>	06/24/22	3 pm
<b>Answers and/Clarifications</b> will be posted on the JJC website	07/01/22	3 pm
<b>Mandatory Bidders Conference</b> (Refer to RFP Section V)	07/07/22	11 am
<b>Proposal Submission Date</b> (Refer to RFP Section VIII)	07/15/22	3 pm

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Juvenile Justice Commission website <http://www.nj.gov/oag/jjc/rfps.htm>

RFP Issued By

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

**TABLE OF CONTENTS**

I.	Purpose and Intent .....	3
II.	Background.....	3
III.	Definitions.....	4
IV.	Scope of Work.....	4
V.	Mandatory Pre-Proposal Conference/Site Visit.....	6
VI.	Contract Term Period.....	6
VII.	Contract Submission.....	7
VIII.	Submission of Proposal.....	7
IX.	Forms, Registration, and Certification.....	9
X.	Additional Information.....	10
	1. Right to Waive	
	2. Clarification of Proposal and/or Oral Presentation	
	3. Contents of Proposal	
	4. Price Alteration in Hard Copy Proposals	
	5. Withdraw Bid/Proposals	
	6. Conflicts of Interest	
	7. Joint Venture	
	8. New Jersey Business Ethics 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

  

- XI. Exhibits/Attachments ..... 24
  - 1. New Jersey Standard Terms and Conditions
  - 2. Commission Standard Language Document
  - 3. Agency Contract Proposal Annex A
  - 4. Contract Information Summary Annex B

## **I. PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the NJ Juvenile Justice Commission (JJC). The purpose of this RFP is to solicit proposals for the provision of on-site psychological services for Pinelands Residential Community Home which includes psychological evaluations, risk assessments at the point of admission and discharge.

The intent of this RFP is to award a contract to that 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 Executive Director of JJC to be in the State's best interest. The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements, made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The **Standard Language Document** will apply to all contracts or purchase agreements, made 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.

## **II. BACKGROUND**

The JJC 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 agency 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 facilities and residential group homes. Secure 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 (RCH) offer a less restrictive environment and are staffed by trained civilian staff. Each secure facility and RCH provides a full education curriculum aimed at the pursuit of a high school diploma or GED; various recreational activities; and instruction in life skills, health, and nutrition. Post-release planning and comprehensive individual reentry plans are developed for each resident to help with his or her transition from a Commission program to his or her home community.

Pinelands RCH provides residential treatment for 18 adolescent male sex offenders. The residents are between ages of 14 and 18 at the time of entry to the program. Juveniles are placed in the Pinelands RCH either by court ordered as a condition of probation or because of a classification assignment from the New Jersey Training School.

### **III. DEFINITIONS**

For this RFP, the following definitions apply:

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

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

NJSTART- Department of Treasury's Procurement System and site for required registration.

Resident – A juvenile who has been committed to a facility operated by the Commission.

### **IV. SCOPE OF WORK**

Bidders should anticipate that failure to submit a proposal containing all elements specified in the RFP will negatively affect the review of their proposal. Proposals that do not contain the mandatory requirements will not be scored. The proposal narrative must be double-spaced using standard 12-point font with 1-inch margins and must not exceed three pages (not including required documents). Use the bold section headers listed below and provide all requested information.

The bidder shall describe their approach and plans for accomplishing the work outlined below. The bidder must set forth their understanding of the requirements of this RFP and their ability to successfully complete the contract. This section of the proposal should minimally contain the information identified below.

Provide individual, group and psycho-educational classes weekly or bi-weekly on selected topics (arousal conditioning, empathy, relationships, and relapse prevention) as required by JJC.

Provide psychological evaluations for discharge to probation or the courts required by JJC.

Provide family counseling required by JJC.

Provide case consultation required by JJC.

Provide JJC staff training required by JJC per quarter each fiscal year.

Provide assessments both initially upon entry into the program, update required by JJC and upon preparing to leave the program.

Provide psychological testing to all JJC residents to include appropriate intelligence testing and personality testing including but not limited to Intelligence tests: Wais-111, Shipley, Personality tests: PAI; MMPI-11, Other tests include: PHQ-9, PCR, ACE, BDI-11. Other tests may be required depending on the referral question, Sex offender specific tests, and Risk Assessment Measures: J-SOAP-11; Static-99-R.

Provide a minimum of 2 psycho dynamic educational groups (lasting 75 minutes) on a weekly basis on topics such as, but not limited to: relapse prevention, family of origin, and arousal management.

Provide documentation of services within seven days at the completion of training to the Superintendent.

Provide interviewing and assessment for clinical interviews on new residents applying for admission to the program.

Note:

Bidder should expect to supervise two weekly group with a maximum of 9 residents

The tests listed above depend on the number of residents in the program and the referral question. All above tests are acceptable in court and in the field.

### **Management Overview**

- Describe your experience, including, but not limited to, experience working with youth and capabilities to perform the services required by this RFP.

### **Degree Requirements**

Describe your educational background and credentials. At minimum, bidders must have a Doctorate level education in Psychology, Social Work or related field with a minimum of five (5) years' experience working with or counseling juveniles convicted of sex offenses.

## **Contract Management**

- The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the requirements.
- Provide a list of staff, their resumes (Attachment) and a description of their responsibilities.
- What type of training and/or development is required of staff?
- The bidder 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. At no time during the contract term shall the contractor employ any person who is simultaneously employed by the Commission or contracted by the Commission.
- The bidder is responsible for ensuring staff is credentialed, if applicable. The contractor shall ensure the active status of those licenses, credentials, and certifications. The bidder shall also ensure that all employees and subcontractor personnel possess the required education, experience, licensure, and liability insurance to perform services. Continuing education, both mandated by the professional licensing boards and necessary for professional growth, shall occur in accordance with the applicable licensing board's regulations. The contractor should provide access to continuing education activities. The Commission shall not bear financial responsibility for the cost of any continuing education.
- All the bidder's personnel shall be subject to a non-law enforcement background and a Child Abuse Record Information (CARI) investigation conducted by the Commission to determine suitability for contracting.

## **Budget**

- Vendor should complete the Agency Request for Proposal - inclusive per-hour rate for each hour of service delivered.
- All pricing will remain fixed during the term of the contract.

## **V. BIDDERS CONFERENCE**

To assist Bidders in applying for these RFP, a Bidders conference will be held by telecommunication on 07/07/2022 at 11:00am. The Bidder's 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 [diane.epps@jjc.nj.gov](mailto:diane.epps@jjc.nj.gov) by 3:00 pm on 7/05/2022 if you are participating in the Bidder's conference.

**VI. CONTRACT TERM PERIOD**

The term of a contract shall be for a period of three (3) years, with the potential for a single separate, additional two (2) year extension. Renewals contingent upon the availability of funds. The anticipated "Contract Period" is 9/1/2022 - 8/30/2025. Note delays in the procurement process may result in a change to the anticipated start date, however this will not impact the end date of 08/30/2025.

**VII. CONTRACT TRANSITION**

If 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 180 days beyond the expiration date of the contract.

**VIII. SUBMISSION OF PROPOSAL**

The proposal shall include the attached Commission's Agency Contract Proposal Annex A form and must also include a narrative that is double-spaced using standard 12-point font with 1-inch margins and must not exceed three pages (not including required documents).

The narrative shall describe the Bidder's organization, personnel, and experience, including, but not limited to, experience working with youth, evidence of the Bidder's qualifications, and capabilities to perform the services required by this RFP.

Bidders must submit all required documents described throughout the RFP to [jjcrfp@jjc.nj.gov](mailto:jjcrfp@jjc.nj.gov) no later than 07/15/2022 by 3:00 PM. Please note that any proposals received after this date and time will be automatically rejected. You will receive an email verifying your bid has been received in the [jjcrfp@jjc.nj.gov](mailto:jjcrfp@jjc.nj.gov) mailbox.

**NOTE: The email of all proposal packages may only be 35 mb and must be labeled with the bid proposal number and the RFP submission deadline on the subject line of the email. If your file is too large you may submit multiple emails.**

**JJC Bid #:** 2022 On-Site Psychological Consultation

**RFP Submission Deadline: 7/15/2022 by 3:00 PM**



**PRICING:** Bidders shall submit a detailed description and hourly rate per program in their proposal utilizing the attached Commission's Contract Information Summary Annex B.

**REVIEW:** Proposals will be evaluated and ranked based upon price, experience, capability/capacity to provide services, and geographic location. Failure to submit a proposal containing all elements specified in the RFP will negatively affect the review of the proposal.

### **QUESTIONS AND/OR REQUESTS FOR CLARIFICATION**

Questions and/or requests for clarification must be submitted to [JJC.Contracts@jjc.nj.gov](mailto:JJC.Contracts@jjc.nj.gov) no later than 07/01/22 with the subject line: "On Site Psychological Services questions."

#### **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 because of this RFP.

All RFP addenda will be issued on the Juvenile Justice Commission's website. To access the addenda, the vendor must select the RFP on the web page at (<http://www.nj.gov/oag/jjc/rfps.htm>).

There are no designated dates for release of addenda. Therefore, interested vendors 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 vendor to be knowledgeable of all addenda related to this procurement.

### **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 and completed registration on the State of New Jersey Division of Purchase & Property NJSTART Website and including the completion of the required Treasury forms found on the site listed.

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

<http://www.state.nj.us/treasury/purchase/njstart/vendor/shtml>



# **XI. ADDITIONAL INFORMATION**

## **1. RIGHT TO WAIVE**

The Commission reserves the right to waive 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. 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.

## **2. 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.

### **3. 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 to -13, 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.

### **4. 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.

### **5. 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 if the proposal is received prior to the announced date and time for proposal submission and at the place specified.

### **6. 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.

**7. 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.

**8. 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>.

**9. 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.
- b) 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.
- c) 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.
- d) The proposal of the firm 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.
- e) 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.

**10. 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.

**11. 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 because of the awarding of the contract pursuant to this RFP.

All work products generated because 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.

**12. 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

**13. 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.

#### **14. 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.

#### **15. 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.



## **16. 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 to -13, 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. If the State receives a request for Contractor Confidential Information related to this contract pursuant to 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](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](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 to -52, the Federal Drivers' Privacy Protection Act of 1994, 18 U.S.C. § 2721 to 2725 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 must 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 to -167, 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 -7, 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.



## **XII. EXHIBITS/ATTACHMENTS**