



Request for Proposal (RFP)

JJC Bid # 2021 Management of Optical Lab

For: New Jersey Training School in Monroe Township

Event	Date	Time
Questions and/or Request for Clarifications Due Date	09/10/21	
Answers and/Clarifications will be posted on the JJC website	09/17/21	
Mandatory Bidders Conference (Refer to <u>RFP Section VI</u>)	Optional	
Proposal Submission Date (Refer to RFP Section VIII)	09/23/21	

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

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I. PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the New Jersey Juvenile Justice Commission (JJC). The purpose of this RFP is to solicit proposals for the management of the Optical Lab located at the New Jersey Training School (NJTS) in Monroe Township, New Jersey.

The intent of this RFP is to award a contract to the responsible bidder whose proposal, price, and other factors considered, conforming to this RFP, is most advantageous to the State. 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 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 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 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. One of the Commission's primary responsibilities is the care and custody of juvenile offenders committed to the agency by the courts. The Commission emphasizes accountability and offers programming that affords young people the opportunity to become independent, productive and law-abiding citizens. The Commission is responsible to provide a full rehabilitative experience for the juveniles assigned to its care and custody.

Based upon identified needs and the availability of funding, the Commission may contract with individuals or agencies to prepare and dispense lenses, spectacles, eyeglasses or apparatuses to intended agencies as prescribed by optometrists or physicians duly licensed to practice their profession.

III. DEFINITIONS

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

Vendor/Bidder- the Individual or Agency submitting a proposal

Contractor- the Individual or Agency with whom the State of New Jersey has selected to contract.

NJTS – New Jersey Training School

The Commission- New Jersey Juvenile Justice Commission

Residents – State of New Jersey Juvenile incarcerated offenders

NJDOC – State of New Jersey Department of Corrections

NJSTART – Department of Treasury’s Procurement System and site for required registration by all vendors conducting business in the State of New Jersey.

PREA- Prison Rape Elimination Act

IV. SCOPE OF WORK

The Optical Lab staff at a minimum shall consist of a New Jersey licensed Ophthalmic Dispenser with a minimum requirement of four years of experience. The Optical Lab staff shall provide mentorship to selected NJTS students in all aspects and techniques of producing ophthalmic lenses and eyewear. As mutually agreed by the NJTS Superintendent, or designee, and the Contractor, the identified students will be enrolled in an Optical Lab Program. The Contractor staff shall be required to maintain records in compliance with JJC Policies and Procedures.

The awarded Contractor will be fully responsible for maintaining the Optical Lab and will provide eyewear to the New Jersey Department of Corrections (NJDOC), New Jersey County Jails and the New Jersey Juvenile Justice Commission. (see attached list of facilities)

Management of the Optical Lab shall minimally include: management of day to day operations in preparing and dispensing lenses, spectacles, eyeglasses; ordering and maintaining supplies and equipment; shipment of orders; and invoices.

The Contractor shall fabricate and complete finished frames and lenses as prescribed by optometrists or physicians duly licensed to practice their profession.

The Contractor shall have a sample kit of the frame(s) that will be provided to each site. The Contractor will provide standard male and female frame styles in multiple sizes to meet the functional visual needs of any adult inmate or juvenile resident.

The Contractor shall submit monthly invoices with supporting documentation to the Commission within five (5) business days following the month of service.

The Contractor shall maintain a system including receipt of prescriptions/order, shipped orders, invoices and related billing reports within 120 days of the beginning of the contract term and in accordance with JJC record retention policy.

The Contractor shall complete orders to each facility within 7 business days from original order receipt.

The Contractor shall submit a copy of a current license as a New Jersey Ophthalmic Dispenser. A license must also be provided for any new employee and upon renewal.

The Contractor staff shall be PREA/CARI cleared prior to employment and receive PREA training prior to physical presence on NJTS grounds. Child Abuse Record Information (CARI) means the information in New Jersey's child abuse registry as established in N.J.S.A. 9:6-8.11 defined. CARI background checks are used to determine whether an individual who is subject to a CARI background check has a substantiated report of a child abuse and/or neglect.

The Contractor shall fabricate prescription lenses and frames that meet or exceed ANSI Z-80.1 dress safety standards and FDA dress safety requirements. The lenses and frames will be of a safety (industrial thickness) variety.

The Contractor shall provide CR 39 to adult inmates and polycarbonate lenses to juvenile residents. CR39 meaning Columbia Resin 39, a plastic polymer commonly used in the manufacture of eyeglass lenses.

The Contractor shall supply only plastic frames with a non-metal core temple that are specifically made for correctional safety use.

The Contractor shall make lenses from straight tops (ST)-28 bifocals or round tops, a near segment for reading that is 28 mm wide.

The Contractor shall fill orders for tints, contact lenses and other options, only as medically indicated by the correctional facility optometrist or ophthalmologist.

The Contractor shall limit upgraded frame styles and other options to only when it is medically indicated and approved by DOC, JJC or county jail prior to the order being filled.

The Contractor shall include an eyeglass case for each pair of eyeglasses. The eyeglass case shall not have metal content and be of a durable and of reasonable rigidity to protect eyeglasses. Paper and cloth type cases are not acceptable.

The Contractor shall be responsible for providing a system that can receive and send lenses to each agency/facility for placement of orders as approved by the Commission.

The Contractor shall provide technical support or trouble shooting via phone and electronic mail during normal business hours.

The Contractor shall arrange for shipping and delivery relating to the ordering and delivery of eyeglasses, lenses, frames and related materials.

The Contractor shall be responsible for maintenance of all materials, equipment and supplies.

The Contractor shall maintain an optical order tracking process and provide monthly billing invoices to the Commission no later than 5 (five) business days after month's end. The Contractor shall maintain data, and attend meetings as requested by the JJC.

The Contractor shall be responsible to adhere to related State of New Jersey laws as well as JJC Policies and Procedures as listed on the JJC website.

The Contractor may be requested to provide an apprenticeship or mentorship program for NJTS students. The NJTS Superintendent or designee and the Contractor will select on an ongoing basis a minimum of 5-7 students at a given time as mutually agreed.

The Contractor may be responsible to provide a detailed system for all aspects of the Optical Lab functions where appropriate, e.g., electronic receipt of prescriptions/order, shipped orders, invoices and related billing reports to the Commission.

The Contractor shall identify any additional equipment necessary to satisfy each item of Section IV., the Scope of Work, beyond that provided by the JJC. The Contractor shall report such needs to the NJTS Business Office and cooperate with the NJTS Business Office in satisfying all administrative requirements to procure the equipment.

V. OPTIONAL SITE VISIT

Applicant may request a tour of the New Jersey Training School located at 1 North State Home Road P.O. Box 500 Monroe Township, New Jersey 08831; Phone: (732) 521-0030 Fax: (732) 521-1738. Bidder may tour facility/grounds of New Jersey Training School on 9/09/21, at 10 a.m. by emailing William.Mercantini@jjc.nj.gov by 9/08/21 to be added to a clearance list for the facility.

VI. CONTRACT TERM AND EXTENSION OPTION

The term of a contract shall be for a period of three (3) years, contingent upon the availability of funds. The anticipated "Contract Period" is 9/30/21-8/31/24 with one-year renewals thereafter. 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. All pricing will remain hourly in accordance with the contract term

The contract may be extended up to two (2) times at one (1) year each by the mutual written consent of the Contractor and the JJC at the same terms, conditions and pricing at the rates in effect in the last year of the contract or rates more favorable to the State, no single extension shall exceed one (1) year.

VII. CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely

operational.

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. The Bidder must also show experience with contracts of similar size and scope. The narrative shall also outline the Bidder's approach/methodology for providing the services outlined in the scope of work.

Bidders must submit all required documents described throughout the RFP to jjcrfp@jjc.nj.gov no later than September 23, 2021, 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 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.

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RFP Submission Deadline: **9/23/21**

NOTE: The exterior of all proposal packages must be labeled with the bid proposal number and the RFP submission deadline.

PRICING: Bidders shall submit a detailed description and pricing 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 no later than **9/10/21** with the subject line **management of optical lab**.

Revisions to the RFP

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

All RFP addenda will be issued on the 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 on a daily basis 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. REQUIRED REGISTRATION ON STATE OF NJ TREASURY NJSTART

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.nj.gov/treasury/purchase/njstart/vendor.shtml>

X. 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 of 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 still 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 in order 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. COST LIABILITY

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

4. CONTENTS OF PROPOSAL

Your proposal can be released to the public pursuant to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) 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 Commission reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. Any proprietary and/or confidential information in your proposal will be redacted by the Commission. The location in the proposal of any such designation should be clearly stated in a cover letter. 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 JCC does not concur, the bidder shall be solely responsible for defending its designation.

5. 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.

6. 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.

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. Refer to Section 4.4.2.1 of this RFP.

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 provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at: http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

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. SECURITY

The contractor and its employees shall be subject to and shall comply with all security regulations and procedures of the Commission. Violation of security regulations or procedures may result in the contractor's employee(s) being denied access to the facility.

In this event, the contractor shall provide alternate personnel to provide services, subject to approval by the Commission. The facility may deny entry to any contractor personnel, provided that the facility shall notify the Commission of such denial and the reasons as soon as practicable.

The contractor shall fill the positions of any personnel prohibited from working at any Commission facility.

11. CONFIDENTIALITY

The contractor and its employees shall comply with all rules and regulations pertaining to the confidentiality of information and records, as provided for at N.J.A.C. 2A:4A and HIPAA. The contractor and its employees shall not release any information, reports, etc., without the written consent of the Commission.

The contractor shall maintain the confidentiality and sensitive nature of the services it performs. All data stored on a computer must be backed-up and stored in locked cabinets, and all written data must be stored in secure files. The Contractor shall keep all programmatic, financial, and Contract records for a minimum period of seven years after the expiration or termination date of the Contract, except that if any litigation, claim or audit is started pursuant to Section 3.08, all records and supporting documents shall be retained until all such litigation, claims and audit findings are resolved. The retention period starts from the date of submission of the final report. The Contractor shall transfer to the custody of the Commission all records that the Commission determines must be retained for a longer period.

12. DISASTER PLAN

The contractor shall follow procedures developed by 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.

13. COMPLIANCE WITH JJC REGULATIONS AND INFORMED CONSENT

The contractor shall ensure specific compliance with the Commission's administrative regulations regarding confidentiality, informed consent, PREA, and medical and legal access/disclosure (N.J.A.C. 2A:4A and HIPAA).

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.

14. 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 NJJC staff for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the NJJC 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

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 NJJC and shall be delivered to the NJJC upon thirty (30) Days' notice by the NJJC. 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 NJJC all right, title and interest in and to any such material, and the NJJC 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 NJJC a nonexclusive, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the NJJC for the purposes contemplated by the contract.