



## Request for Proposal (RFP)

**JJC Bid #: TR2022**

**For: Tattoo Removal Initiative**

Event	Date	Time
<b>Questions and/or Request for Clarifications Due Date</b> (Refer to RFP Section VII)	3/4/22	5:00pm
<b>Answers and Clarifications</b> will be posted on the Commission website (Refer to RFP Section VII)	3/8/22	3:00pm
<b>Proposal Submission Date</b> (Refer to RFP Section VIII)	3/30/22	3:00pm

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  
Office of Local Programs and Services  
PO Box 107  
Trenton, New Jersey 08625-0307

Date: 2/17/22

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## **I. PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the New Jersey Juvenile Justice Commission (Commission). The Commission seeks to solicit proposals from physicians or medical groups who can provide tattoo removal services to JJC residents.

The intent of this RFP is to provide individualized tattoo removal services to youth residing in Commission facilities or on parole. The Commission is seeking to create a pool of physicians throughout the State that can offer individualized tattoo removal services to assist youth who will be transitioning back into society. Vendors can be individual physicians or a medical group with the capacity to provide individualized tattoo removal services to youth.

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.

- **Available Funding**

Funds are available for residents to obtain this service on a first come, first served basis. Funding for this initiative is subject to appropriation and availability of funds.

- **Eligibility**

Eligible entities include qualified physicians or medical groups throughout the State of New Jersey.

## **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 support of local efforts to provide services to at risk and court involved youth; the care, custody, and rehabilitation of juvenile offenders committed to the Commission by the courts; and the supervision of youth on juvenile parole. The Commission operates both Secure Juvenile Facilities and Residential Community Homes. 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.

Youth in custody face a multitude of challenges when returning to their communities after a term of incarceration, such as retaining employment and financial security. Some youth wish to remove visible tattoos to improve employability in certain fields. Tattoo removal procedures are costly. Therefore, the Commission is utilizing funding to provide tattoo removal services to increase positive outcomes for youth.

### **III. DEFINITIONS**

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

Bidder/Vendor/Applicant – The individual, agency, or business entity submitting a proposal, which may include, without limitation, any public or private agencies, nonprofits, and faith-based or community organizations.

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

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

Submit a narrative that includes the following:

1. A copy of current medical license and any additional trainings/certifications related to tattoo removal and use of laser equipment. Note: Applicants **MUST** be licensed medical practitioners.
2. Describe your agency and the services it provides.
3. Describe your experience removing tattoos.
4. Describe the applicant's education, qualifications, and work experience, as it relates to tattoo removal services.
5. Describe any limitations of removing a tattoo (i.e., regarding size, shapes, colors, etc.) and any reasons tattoo removal services will be refused.
6. Describe any risks associated with tattoo removal.
7. Describe considerations associated with removing tattoos from the face, neck, forearms, and hands and from individuals with varying skin color and pigmentations.
8. Describe what factors are taken into consideration when identifying the cost (for example, size, location, color, etc.). Provide the cost per square inch. If you charge by square inch, please describe in detail how the cost of the tattoo removal is calculated.

9. Please provide an estimated cost, estimated number of sessions needed, and an estimated number of hours per session to remove tattoos from the face, neck, forearms, and hands. We understand that these are only estimated costs, and an examination of the tattoo would be required.

10. Provide a current cancellation policy including cancellation timeframes and related fees. Note: All scheduling will be coordinated by Commission staff and the provider within two weeks of a youth requesting tattoo removal services. Travel will be provided by the Commission and all sessions will be supervised by Commission staff. The information below describes the internal process and logistical information with which the Commission will coordinate tattoo removal services. Initial consultation with the selected provider will be coordinated by staff from the JJDP/Grants Unit. The selected provider will prepare a visit summary outlining the estimated number of sessions that will be required. This information will be given staff from the Commission's JJDP/Grants Unit who will ensure the availability of funds and coordinate payments. Tattoo removals requiring multiple appointments will be coordinated between staff at the facility in which the youth reside and the selected provider. A Cancellation Policy will be agreed upon by the Commission and the selected provider on the providers current cancellation policy and related fees. Upon conclusion of appointments, an invoice will be submitted to the Commission JJDP/Grants Unit Staff for payment. Invoices should include a description of the service provided and the cost of that session (unit). Invoices should be submitted after each session.

Commission Community Program residents may be scheduled at any time during regular business hours. Commission Secure Care residents will be scheduled on specific days of the week and times which will be agreed upon by the Commission and the provider before any services take place.

11. Describe your process for removing tattoos. Please include:

- The consultation process, if any.
- Approximate amount of time of a session.
- What happens during a typical tattoo removal session?
- Possible adverse reactions during or after the procedure and ways to treat those reactions.
- Follow up services that may be required upon completion of treatment.

12. Please provide the terms of the professional liability policy that is applicable to the services being provided pursuant to this RFP and will be maintained during the Contract Term Period. The Selected Provider shall not begin to provide services pursuant to this RFP until the Selected Provider provides the Commission with a certified copy of the professional liability policy, and/or certificate of insurance, satisfactory to the JJC, that shall be maintained during the Contract Period.

## V. **SUBMISSION OF PROPOSAL**

Applicants must submit all required information, documents and attachments described throughout the RFP via email to [howcanihelpkids@jjc.nj.gov](mailto:howcanihelpkids@jjc.nj.gov) no later than 3/30/22. You will receive an email verifying your proposal has been received. 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.

Each submission must include a Scope of Work and the required attachments. Please note that all fees and costs quoted in the applicant's proposal shall be firm through the issuance of services. Proposals will be evaluated and ranked based upon the qualifications of the applicant, capability/capacity to provide services, overall cost effectiveness of service provisions and geographic location of the physician or medical group. It is expected that proposed costs are commensurate with industry standards for tattoo removal services.

Submitting a proposal and being approved as a Selected Provider, pursuant to the terms of this RFP, does not constitute a contract with the Commission. A separate agreement/purchase order will be signed by the Commission and the Selected Provider outlining the services to be provided when, and if, the Commission requests such services from the Selected Provider.

Selected Providers will be called upon to provide the tattoo removal services on a case-by-case basis at the discretion of the Commission. Selected Providers may be removed from the list based upon performance, lack of availability, change in credentialed status, or for other reasons determined not to be in the best interest of the Commission, in the sole discretion of the Commission.

## VI. **ATTACHMENTS**

All attachments must be submitted with the proposal/Scope of Work. Failure to submit any attachments may result in your proposal being rejected.

Required documents w/proposal

1. Applicant Description and Questionnaire
2. Credentials of the individual(s) conducting tattoo removal services
3. Copy of Medical Release/Waiver Form

**VII. QUESTIONS AND/OR REQUESTS FOR CLARIFICATION**

Questions and/or requests for clarification can be emailed to [howcanihelpkids@jjc.nj.gov](mailto:howcanihelpkids@jjc.nj.gov) no later than 3/18/22 with the subject line “*TR2022 question*”.

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 Commission’s website. To access the addenda, the applicant 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 applicants 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 applicant to be knowledgeable of all addenda related to this procurement.

**VIII. REQUIRMENTS IF SELECTED**

If selected, all applicants contracting with the State of New Jersey are required to:

- A) 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.

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

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



B) Agree 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; and
- New Jersey's Child Abuse Record Information (CARI) check with the New Jersey Child Abuse Registry.

All staff and consultants of the selected applicant, 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 review and acknowledge receipt and understanding of the Commission's policy enforcing the Federal Prison Rape Elimination Act, 34 U.S.C. §30301, et seq. (PREA).

# **IX. 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.

## **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 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, 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 Vendor, except as may be exempted from public disclosure by OPRA and the common law.

A Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor's assertion of confidentiality with which the Commission does not concur, the Vendor 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 Vendor.

### **5. WITHDRAW BID/PROPOSAL**

A Vendor 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 Vendor 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 Vendor 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: [http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

## **9. NON-COLLUSION**

By submitting a proposal, the Vendor 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, Vendor, or potential Vendor.
- 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 Vendor or potential Vendor, and they will not be disclosed before the proposal submission. 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 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.
- d) The Vendor, 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 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, addenda to this RFP, if any, the Juvenile Justice Commission Standard Language Document, the Vendor's proposal, any best and final offer, and the Division's Notice of Award (collectively "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 Vendor's proposal.
- 6) Any best and final offer.
- 7) The Division's Notice of Award.

For the avoidance of doubt, the Juvenile Justice Commission Standard Language Document 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 Vendor 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 Vendor 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 Vendor identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Vendor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Vendor. Upon contract award, the Vendor or Contractor shall grant the State a nonexclusive, perpetual royalty-free license to use any of the Vendor/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 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 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 IX.18.e, or if Contractor is unsuccessful in defending its rights as described in Section IX.18.e. 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 IX.18. f., or if the State is unsuccessful in defending its rights as described in Section IX.18. 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.

1. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)).

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 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 State and Federal laws 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 enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)) 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 Vendor 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, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. 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.

# **IX. EXHIBITS**



## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

N.J.S.A. 10:5-31, et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27, et seq.

### **GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C.17:27-1, et seq.

## **EXECUTIVE ORDER NO. 151 REQUIREMENTS**

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, Contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the Contractor. Payment may be withheld from a vendor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements pursuant to N.J.A.C. 17:27-3.6, 3.7 and 3.8.