



Request for Proposal (RFP)

JJC Bid #: Dental Services -2022

For: Dental Services JJC Residents

Event	Date	Time
Questions and/or Request for Clarifications Due Date	05/27/22	By 3:00 pm
Answers and/Clarifications will be posted on the JJC website http://www.nj.gov/oag/jjc/rfps.htm	06/03/22	By 3:00 pm
Proposal Submission Date (Refer to RFP Section VIII)	06/10/22	By 3:00 pm
Vendor Interviews	06/17/22	TBA
Tentative Start Date	07/01/22	N/A

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
Department of Law and Public Safety
Juvenile Justice Commission
PO Box 107
Trenton, New Jersey 08625-0107

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* PASS-THROUGH PRICE LINES ARE NOT CONSIDERED PART OF THE OVERALL PRICING AND SHALL NOT BE CONSIDERED IN THE PRICING EVALUATION. THE CONTRACTOR SHALL SUBMIT ACTUAL INVOICES FOR REIMBURSEMENT FOR MEDICAL PHARMACY SERVICES. NJJC WILL CONSIDER NO MARK-UP AS PART OF THE PASS-THROUGH BILLING. 101

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the New Jersey Juvenile Justice Commission (NJJC or JJC). The purpose of this RFP is to solicit proposals for Dental Healthcare Services for the residents housed in three (3) secure care facilities and two (2) residential facilities within the Juvenile Justice Commission to include the Juvenile Medium Security Facility (JMSF), the Juvenile Female Secure Care and Intake Facility (JFSCIF), the New Jersey Training School (NJTS), the Southern Residential Community Home, and the Albert Elias Residential Community Home. Also, note that Southern Residential residents are transported to JMSF for dental services and its statistics are encompassed within the JMSF matrix below.

The intent of this RFP is to award a contract to that responsible Bidder whose proposals, conforming to this RFP is most advantageous to the NJJC, price and other factors considered. The JJC, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the JJC to be in the it’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.

1.2 BACKGROUND

The approximate age-range of the residents is from 14 through 23 with an average age of 19.92 years old.

For informational purposes, below are the charts that report the monthly report of services rendered in calendar year 2021. The information in the charts may be referred to and considered when contemplating staffing. JJC cannot guarantee the numbers of future residents requiring services.

JJC Monthly Report 2021

New Jersey Training School (NJTS)

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Totals
Patient Visits	62	60	49	37	52	43	51	79	79	56	67	39	674
Sick Call Appointment	13	7	6	10	6	6	13	22	12	12	18	4	129
Sick Call Seen	13	7	6	10	6	6	13	22	12	12	18	4	129
Initial Exams Appointment	2	5	7	2	6	10	18	13	9	6	11	8	97
Initial Exams Seen	2	5	7	2	6	10	18	13	9	6	11	8	97
Recall Appointments	5	14	13	7	19	12	15	20	32	16	15	13	181
Recalls Seen	5	14	13	7	19	12	15	20	32	16	15	13	181
Prosthetic Starts	0	0	0	1	0	1	1	2	0	1	1	1	8
Prosthetic Insertions	0	0	0	0	0	1	1	0	2	0	1	1	6
Prostho Case In Progress	0	0	0	1	0	1	0	2	0	0	1	1	6
Surgery Consults	7	0	0	1	0	1	1	0	0	0	0	0	10
Approved Consults	6	0	0	1	0	1	1	0	0	0	0	0	9
Pending Consults	0	0	0	1	0	1	1	0	0	0	0	0	3
Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0
Responses	0	0	0	0	0	0	0	0	0	0	0	0	0
Exams/Consults	62	60	49	34	52	43	46	74	74	49	60	37	640
Prophy/Perio	5	14	16	8	19	16	19	21	34	16	18	14	200
OHI/Patient Education	62	60	49	34	52	43	51	79	79	56	62	38	665
Injections	29	27	19	10	19	11	13	27	28	19	13	11	226
Extractions	7	3	1	1	0	1	0	1	2	1	3	0	20
Surgical Procedures	4	1	0	0	0	0	0	1	0	1	1	0	8
Medications	19	6	2	3	2	3	0	8	16	12	9	2	82
Post-Operatives	7	1	0	0	0	0	0	2	2	1	3	0	16
Amalgams	43	35	44	11	35	27	29	44	52	29	9	14	372
Composites	21	17	9	9	7	0	0	16	14	10	15	14	132
Repairs/Adjustments	0	0	0	1	0	0	0	1	0	0	1	0	3
Endo Tx./Temps	0	0	0	0	0	0	0	0	0	0	0	0	0

Juvenile Medium Security Facility (JMSF)													
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Totals
Patient Visits	30	18	29	22	13	9	14	19	11	16	10	8	199
Sick Call Appointment	3	3	8	5	3	6	5	5	2	5	5	2	52
Sick Call Seen	3	3	7	5	3	6	5	5	0	5	5	2	49
Initial Exams Appointment	0	0	0	0	0	0	0	0	0	0	0	0	0
Initial Exams Seen	0	0	0	0	0	0	0	0	0	0	0	0	0
Recall Appointments	4	2	7	5	5	1	4	5	3	2	2	0	40
Recalls Seen	4	2	7	5	5	1	4	5	3	2	2	0	40
Prosthetic Starts	2	0	0	0	0	0	0	0	0	1	0	0	3
Prosthetic Insertions	1	2	0	0	0	0	0	0	0	0	1	0	4
Prostho Case In Progress	1	0	0	0	0	0	0	0	0	0	0	0	1
Surgery Consults	2	0	0	1	0	0	0	0	0	0	0	0	3
Approved Consults	2	0	0	1	0	0	0	0	0	0	0	0	3
Pending Consults	0	0	0	1	0	0	0	0	0	0	0	0	1
Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0
Responses	0	0	0	0	0	0	0	0	0	0	0	0	0
Exams/Consults	25	12	20	16	13	7	14	19	11	12	10	8	167
Prophy/Perio	11	2	7	5	5	1	4	5	3	2	2	0	47
OHI/Patient Education	27	18	27	21	13	7	14	19	11	16	10	8	191
Injections	15	5	9	7	8	2	2	5	7	2	2	2	66
Extractions	2	1	0	0	0	0	0	1	0	0	1	0	5
Surgical Procedures	2	0	0	0	0	0	0	0	0	0	1	0	3
Medications	4	2	5	1	0	5	2	2	0	2	3	0	26
Post-Operatives	1	1	0	0	0	0	0	0	0	0	0	0	2
Amalgams	13	17	19	22	8	6	2	3	17	16	0	5	128
Composites	4	3	3	0	14	0	3	13	19	5	3	0	67
Repairs/Adjustments	0	1	0	0	0	0	0	0	0	0	1	1	3
Endo Tx./Temps	0	0	0	0	0	0	0	0	0	0	0	0	0

Juvenile Female Secure Care and Intake Facility (JFSCIF)													
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Totals
Patient Visits	5	0	1	2	1	3	2	6	3	5	0	0	28
Sick Call Appointment	1	0	0	0	0	0	0	4	1	3	0	0	9
Sick Call Seen	1	0	0	0	0	0	0	4	1	3	0	0	9
Initial Exams Appointment	1	0	1	0	0	1	1	2	0	1	0	0	7
Initial Exams Seen	1	0	1	0	0	1	1	2	0	1	0	0	7
Recall Appointments	0	0	1	2	0	1	1	2	1	1	0	0	9
Recalls Seen	0	0	1	2	0	1	1	2	1	1	0	0	9
Prosthetic Starts	0	0	0	0	0	0	0	0	0	0	0	0	0
Prosthetic Insertions	0	0	0	0	0	0	0	0	0	0	0	0	0
Prosth Case In Progress	0	0	0	0	0	0	0	0	0	0	0	0	0
Surgery Consults	0	0	0	0	0	0	0	0	0	0	0	0	0
Approved Consults	0	0	0	0	0	0	0	0	0	0	0	0	0
Pending Consults	0	0	0	0	0	0	0	0	0	0	0	0	0
Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0
Responses	0	0	0	0	0	0	0	0	0	0	0	0	0
Exams/Consults	5	0	1	2	1	3	2	6	3	4	0	0	27
Prophy/Perio	1	0	1	2	0	2	1	2	1	1	0	0	11
OHI/Patient Education	5	0	1	2	1	3	2	6	3	4	0	0	27
Injections	3	0	0	0	1	1	1	3	3	0	0	0	12
Extractions	0	0	0	0	0	0	0	0	0	0	0	0	0
Surgical Procedures	0	0	0	0	0	0	0	0	0	0	0	0	0
Medications	0	0	0	2	1	0	0	0	0	0	0	0	3
Post-Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0
Amalgams	2	0	0	0	4	3	1	4	2	0	0	0	16
Composites	6	0	0	0	0	0	0	0	0	0	0	0	6
Repairs/Adjustments	0	0	0	0	0	0	0	0	0	0	0	0	0
Endo Tx./Temps	0	0	0	0	0	0	0	0	0	0	0	0	0

Albert Elias Residential Community Home

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
Patient Visits	0	0	0	0	0	1	1	3	3	4	1	4	17
Sick Call Appointment	0	0	0	0	0	1	1	0	0	0	0	1	3
Sick Call Seen	0	0	0	0	0	1	1	0	0	0	0	1	3
Initial Exams Appointment	0	0	0	0	0	0	0	0	0	0	0	0	0
Initial Exams Seen	0	0	0	0	0	0	0	0	0	0	0	0	0
Recall Appointments	0	0	0	0	0	0	1	3	3	0	1	0	8
Recalls Seen	0	0	0	0	0	0	1	3	3	0	1	0	8
Prosthetic Starts	0	0	0	0	0	0	0	0	0	0	0	0	0
Prosthetic Insertions	0	0	0	0	0	0	0	0	0	0	0	0	0
Prostho Case In Progress	0	0	0	0	0	0	0	0	0	0	0	0	0
Surgery Consults	0	0	0	0	0	0	0	0	0	0	0	0	0
Approved Consults	0	0	0	0	0	0	0	0	0	0	0	0	0
Pending Consults	0	0	0	0	0	0	0	0	0	0	0	0	0
Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0
Responses	0	0	0	0	0	0	0	0	0	0	0	0	0
Exams/Consults	0	0	0	0	0	1	1	3	3	4	1	4	17
Prophy/Perio	0	0	0	0	0	0	1	3	2	0	1	0	7
OHI/Patient Education	0	0	0	0	0	1	1	3	3	4	1	4	17
Injections	0	0	0	0	0	0	0	0	1	0	0	3	4
Extractions	0	0	0	0	0	0	0	0	0	0	0	0	0
Surgical Procedures	0	0	0	0	0	0	0	0	0	0	0	0	0
Medications	0	0	0	0	0	0	2	1	0	1	0	0	4
Post-Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0
Amalgams	0	0	0	0	0	0	0	0	2	0	0	9	11
Composites	0	0	0	0	0	0	0	0	2	0	0	0	2
Repairs/Adjustments	0	0	0	0	0	0	0	0	0	0	0	0	0
Endo Tx./Temps	0	0	0	0	0	0	0	0	0	0	0	0	0

NOTE: OPTIONAL SITE VISIT

If bidders would like to visit the sites listed within, please email jjcrfp@jjc.nj.gov by Monday, June 6th to be added to a clearance list at the facilities.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The NJJC will electronically accept questions and inquiries from all potential Bidders to the Contract Administrator via e-mail at the following e-mail address:

jjcrfp@jjc.nj.gov

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP; and

Each question should begin by referencing the RFP page number and section number to which it relates.

Note: Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period.

A Bidder must not contact the NJJC directly, in person or by telephone, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the NJJC's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

1.3.2 SUBMISSION OF PROPOSAL

Proposals may be submitted in the following ways:

1) Physical Delivery:

To be considered for award, the proposal must be received by the NJJC at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

DEPARTMENT OF Law and Public Safety
1001 Spruce Street, Suite 202
Trenton, New Jersey 08638
ATTN: Paul Sumners

2) E-mail:

Bidders must limit the size of their e-mail to 10 MB. Any Bidder proposed e-mail that exceeds the 10 MB maximum limitation must be reduced and subsequent e-mails must be sent. The E-mail subject line shall read as follows:

“Dental Healthcare Services – Juvenile Justice Commission”.

Proposals that require multiple e-mails due to their size shall also indicate in the subject line the e-mails number and the total number of e-mails expected. A Bidder proposal that requires three (3) e-mail shall read as follows in the subject line:

E-mail #1:

Subject Line: “Dental Healthcare Services – Juvenile Justice Commission (1 of 3)”

E-mail #2:

Subject Line: “Dental Healthcare Services – Juvenile Justice Commission (2 of 3)”

E-mail #3:

Subject Line: “Dental Healthcare Services – Juvenile Justice Commission (3 of 3)”

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau.

Procedural inquiries concerning this RFP may be directed to Paul Sumners at the above e-mail address. This e-mail address also may be used to submit requests to review proposal documents. The NJJC will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS 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 JJC WEBSITE.

There are no designated dates for release of addenda. Therefore, interested Bidders should check the NJJC’s website daily from time of RFP issuance through the proposal submission opening. The web page is as follows:

jjcrfp@jjc.nj.gov

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

The NJJC 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.

1.4.4 CONTENTS OF PROPOSAL

Proposals can be released to the public pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

After the proposal submission opening, all information submitted by Bidders in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in a proposal may be redacted by the NJJC. 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 State reserves the right to make the determination as to what is proprietary or confidential and will advise the Bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State 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 State does not concur, the Bidder shall be solely responsible for defending its designation.

By submitting a proposal, the Bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State

using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 PROPOSAL SUBMISSION

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases, where negotiation is contemplated, only the names and addresses of the Bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the NJJC.

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Bidder.

1.4.7 PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Proposal Errors," a Bidder may withdraw its proposal as described below.

A Bidder may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the Contract Administrator. 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.

If, after the proposal submission opening but before contract award, a Bidder discovers an error in its proposal, the Bidder may make a written request to the Contract Administrator for authorization to withdraw its proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the NJJC will not be significantly prejudiced by granting the withdrawal of the proposal. After the proposal submission opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the NJJC may, in its discretion, allow you to withdraw it, the NJJC also may take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal submission date and be sent to the following e-mail address:

jjcrfp@jjc.nj.gov.

If during a proposal evaluation process, an obvious pricing error made by a Bidder is found, the NJJC shall issue written notice to the Bidder. The Bidder will have five (5) days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

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

1.4.8 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, Disclosure of Investment Activities in Iran 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 the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

1.4.9 PROPOSAL ACCEPTANCES AND REJECTIONS

The NJJC reserves the right to waive minor irregularities or omissions in a proposal. In addition, the NJJC reserves the right to reject all proposals if it is in the public interest.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Addendum – Written clarification or revision to this RFP issued by the NJJC.

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

Amendment – An alteration or modification of the terms of a contract between the State and the Contractor(s). An amendment is not effective until it is signed approved in writing by the Director or Deputy Director, Division of Purchase and Property.

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

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

Contractor – The Bidder awarded a contract resulting from this RFP. When referenced in the RFP, the Contractor shall refer to all staff including subcontractor and affiliate staff.

Contractor Medical Director – The individual on the Contractor side that will be managing the daily operations of the Agreement/Contract.

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

State Contract Manager – The NJJC staff member that will be managing this contract daily and responsible for the approval of all deliverables, i.e., tasks, sub-tasks, or other work elements in the Scope of Work.

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

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

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the Contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

Using Agency – The NJJC.

2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS

American Correctional Association (ACA) – A professional accrediting body within the field of corrections.

Average Daily Population (ADP) - The cumulative total of all residents in the custody of NJJC based on daily census reports for each day and calculated for a given period of time (i.e. one calendar month).

Benefit Hours - The benefit hours provided by the Contractor to certain of its personnel, including paid holidays, vacation time, personal time, and sick leave time.

Board Certified - A physician who is currently in good standing and holds a certificate recognized by the American Board of Medical Specialties (ABMS) or the American Osteopathic Association.

Center – The centralized communication center within the NJJC secure care facilities that coordinates certain functions of the NJJC on a 24 hour per day, seven-day per week basis.

Certified Interpreter - An interpreter certified by the National Registry of Interpreters for the Deaf, Inc. and listed by the State Division of the Deaf & Hard of Hearing in the New Jersey Department of Human Services (NJHHS) or the New Jersey Registry of Interpreters for the Deaf (NJRID)

Clinicians - individuals providing direct healthcare service to the residents.

Commencement Date - The beginning date of this Agreement, July 1 2022_

Executive Director - The Chief Executive Officer of NJJC.

Days - Unless otherwise specified, references to days, such as "within 7 days" shall mean calendar days.

Director of Dentistry – A NJ licensed dentist, experienced in correctional dentistry and responsible for overseeing the delivery of clinical dental care to all NJJC residents.

Electronic Health Record (EHR) proficiency - The ability to successfully navigate and input into EHR, according to profession.

Electronic Health Record (EHR) - The electronic health record used by NJJC. The electronic health record is the primary healthcare record of a residents in an electronic format that contains information concerning the medical, dental, and mental health history and related activities of the residents.

Equipment - Non-consumable material that has (i) a fair market value of five hundred dollars (\$500.00) or greater, and/or (ii) a useful life of one (1) year or more.

Extraordinary Care - Residents medical care related to hospitalization, or specialty care (and not generally available to State residents in a Juvenile Justice Commission facility).

Facilities - The facilities of the NJJC, which include, but are not limited to, all prisons, correctional facilities, residential community homes, new facilities, and any expansions thereof.

Forensic - Pertaining to medical tests and services that are performed for legal reasons and that may not be required for the purposes of resident's healthcare.

Full Time Equivalent (FTE) - Work equivalent to the work performed by one person during forty (40) hours in one week. An FTE is accounted for on a weekly basis according to (the vendors) payroll period (i.e. Sunday through Saturday). FTE vacation, sick, holiday, and other authorized leave time.

Generally Accepted Medical Standards - The professionally recognized standards for the prevention, diagnosis or treatment of any recognized healthcare condition, generally established via publications of the NJ State Department of Health and Senior Services (DHSS), the Federal Department of Health and Human Services (and its various components such as the Center for Disease Control and Prevention and the U.S. Public Health Service Task Force) and relevant professional organizations, taken in combination. In instances where there is controversy or disagreement on what constitutes "standard of care," the NJJC Medical Director, after consultation with other medical experts, if necessary, will make the final determination.

Healthcare - The sum of all actions - preventive, diagnostic, therapeutic care, risk reduction and resource management - taken for the physical and mental well-being of a population as described within this Agreement. Comprehensive healthcare as used in this Agreement includes, but is not limited to, medical, dental, pharmacy, laboratory, and dietetic services, but does not include mental health.

Health Services Administrator (HSA) – The on-site Contractor staff member, who by virtue of education, experience, or certification can assume responsibility for arranging all levels of health care and ensuring quality and accessible health care services for residents. The HSA is responsible for oversight and administration of the health care services on a day-to-day basis. This position will serve as the Responsible Health Authority for accreditation purposes.

Health Record - All records, both paper and electronic, initiated and maintained during medical, dental, and mental health evaluation and treatment of residents including, but not limited to medical records, dental records, mental health records, progress notes, consultation and laboratory requests and reports, and therapy notes. The health record is the property of the NJJC.

Hearing Impaired - Persons for whom the sense of hearing is less than fully functional or is dysfunctional.

Infirmery - A specific medical area for diagnosis, illness or treatment that requires limited observation and/or management and does not require admission to a licensed acute care hospital or facility. A registered nurse must be on duty 24 hours per day/7 days a week and a physician or mid-level provider must be on-call 24/7, with physician coverage 5 days/week except holidays at minimum on site as appropriate to level of care.

Major Facilities – The NJJC major facilities covered under this contract are as follows:

New Jersey Training School (NJTS) – Dental Office located in NJTS Infirmery
1 North State Home Road
P.O. Box 500
Monroe Township, New Jersey 08831

Juvenile Medium Security Facility (JMSF) – Dental Office located in JMSF/South
W. Burlington Street
(Johnstone Campus)
P.O. Box 307
Bordentown, New Jersey 08505

Juvenile Female Secure Care and Intake Facility (JFSCIF)
Johnstone Campus (Hayes Building)
West Burlington Street
P.O. Box 367
Bordentown, New Jersey 08505
Note: Resident services provided at JMSF/South Dental Office

Albert Elias Residential Community Home
Johnstone Campus – Valentine Hall
W. Burlington Street
P.O. Box 479
Bordentown, New Jersey 08505
Note: Resident services provided at JMSF/South Dental Office

Southern Residential Community Home
800A Buffalo Avenue
Egg Harbor City, NJ 083125
Note: Resident's transported to JMSF/South Dental Office

Matrix - The staffing tables specifying the personnel positions, with position titles, position numbers, and full-time equivalent hours for each position, at each Facility and at the Contractor office, as set forth in 9.0 Price Schedule and as amended by agreement of the parties.

May - Denotes that which is permissible, not mandatory.

Medical Reference File (MRF) – Paper, medical/dental/mental health reference forms and documents related to a resident's healthcare that are not included in the EHR (including, but not limited to, Medication Administration Record, any document requiring the resident's signature and reports sent from outside sources).

NCCHC - The National Commission on Correctional Health Care, a standard-setting and accrediting organization for corrections professionals.

N.J.A.C. - New Jersey Administrative Code.

NJJJC or JJC - New Jersey Juvenile Justice Commission.

NJDOC Medical Director - Chief physician contracted by NJJC who serves as the deciding clinical specialist should a medical dispute resolution need arise between the NJJC and the Contractor. The decision of the DOC Medical Director is final.

Office of Investigations – The NJJC Internal Affairs Unit.

Off-Site Movement - The referral and transportation of a resident from a NJJC Facility for the residents to receive services at a location that is not another NJJC Facility. Off-site movement does not include the transfer of a resident from one NJJC Facility to another NJJC Facility, or from one inpatient hospital setting to another inpatient hospital setting. Transportation to St. Francis Medical Center from a NJJC Facility for services other than hospital admission is considered an off-site movement.

Palliative Care - A specific treatment program designed to provide compassionate care for medical conditions that are terminal.

PEOSH/PEOSHA - Public Employees Occupational Safety and Health/Public Employees Occupational Safety and Health Act.

Personnel - Persons employed by the Contractor or any subcontractor or agent of the Contractor.

Pharmacy Services - Procurement, dispensing, distribution, accounting, administration, and disposal of pharmaceuticals.

Program - The comprehensive program of healthcare services for residents, provided by the Contractor under this Agreement.

Program Director - To function as the overall administrative manager for this program on the Contractor side.

Quality Assurance - A process designed to monitor the performance of the Contractor.

Relief Factor – The number of FTE staff utilized to provide coverage during the absence of staff for vacation, sick, holiday or other authorized leave.

Residents - Includes all adjudicated adolescent regardless of gender, residing in Facilities or otherwise admitted or committed to the care and custody of the NJJC. This term encompasses all. It is not intended to encompass persons who are released from NJJC control.

Responsible Health Authority or “**RHA**” means the person, charged with overall responsibility for the provision of health care services at a Facility, for determining appropriate levels of such health care, and for quality assurance of health care delivery.

Responsible Physician (NJJC Medical Director) – A designated MD or DO who has the

final on-site authority at a given Facility about clinical issues.

SFMC - St. Francis Medical Center (SFMC), a hospital in Trenton, New Jersey, that provides for residents requiring acute hospital care for committed residents.

Special Needs - Medical conditions that require close medical supervision.

Statewide Medical Director - A Physician designed to manage and oversee the medical components of the health services operations

State Fiscal Year – July 1 through June 30.

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

Superintendent - The Executive Officer of an NJJC Facility, with responsibility for all daily operations.

Task – A discrete unit of work to be performed.

Triage - The sorting and classification of residents' health requests to determine priority of need and the proper place for healthcare to be rendered.

Vacancy - The absence of Contractor personnel required to fill any of the positions specified in the Matrix on any given day.

Variance - The difference between the hours scheduled for a position at a Facility by the Matrix and the actual hours worked (plus benefit hours, if applicable) at that Facility.

3.0 SCOPE OF WORK

3.1 DENTAL SERVICES Requirements

3.1.1 DENTAL PERSONNEL STAFFING AND SCHEDULED REQUIREMENTS

- a. The Contractor shall ensure that NJJC residents' dental care needs are met and shall follow generally accepted medical and dental standards.

It is recognized that standards of care are dynamic, constantly evolving, and not readily defined by a single source of authority. Therefore, for the purposes of this Agreement, the generally accepted standards of care are defined by the following sources, in combination, and are subject to interpretation and application by the NJDOC Medical Director as the ultimate clinical authority. This list of professional regulations and guidelines is intended to be indicative of the generally accepted medical standards and is not intended to be all- inclusive:

- i. New Jersey Department of Health and Senior Services
- ii. Center for Disease Control and Prevention
- iii. Federal OSHA/State PEOSH
- iv. Advisory Committee on Immunization Practices

- v. US Public Health Service Task Force on Preventive Guidelines
 - vi. Federal Bureau of Prisons
 - vii. Recognized professional healthcare organizations (not limited to, American Dental Association, American Diabetes Association, American Medical Association, National Commission on Correctional Health Care)
 - viii. American Pediatrics Academy
- c. The Contractor shall not enter into any contractual agreements that conflict with the terms of this Agreement, including New Jersey's Standard Terms and Conditions.
 - d. The Contractor's Health Services Administrator (HSA) shall ensure **all** dental healthcare delivery at that site, whether performed directly by the Contractor or through arrangements with a subcontractor or consultant. The Contractor shall ensure that all administrative functions related to implementing this Agreement are managed and in compliance. This individual's job description is subject to advance written approval of the NJJC. The Contractor shall ensure that the administrative duties and responsibilities do not interfere with the delivery of healthcare services if this person is a clinician.
 - e. The Contractor shall ensure that there is always a minimum of one (1) designated responsible dentist at either NJTS or JMSF Facility, excluding Saturdays, Sundays, and holidays, who reports administratively to the designated State Contract Manager and clinically to the Responsible Physician. Clinical judgments at each Facility are the responsibility of the Responsible Physician.
 - f. In situations of disagreement regarding the course of clinical care for an individual resident or a standard or guideline for care, the determination of the NJDOC Medical Director will prevail.
 - g. NJJC reserves the right to reject any proposed Contractor staff if it deems necessary to do so.

3.1.1.1 WORK HOURS REQUIRED ON SITE

- a. All FTE hours shall be spent on-site at a Facility, except as is otherwise expressly agreed to in writing by the NJJC. Facility staffing work schedules may be modified only upon prior written agreement by the NJJC and the Contractor. The Contractor shall obtain prior approval from the State Contract Manager for off-site training time for individual staff exceeding 40 hours per State fiscal year. The Contractor shall ensure that staff schedules are provided upon request from the NJJC.
- b. Credit for filling a post is given when an individual reports for duty at the Facility to provide clinical service. Regular commutation time is not considered as time worked regarding the staffing Matrix hours.
- c. All full-time personnel who work solely at one Facility shall be on-site for at least the minimum required hours, depending upon position, 37.5 or 40 hours a week. This requirement will consist of a 37.5 or 40-hour work schedule and an additional meal period, which is not considered time

worked. The NJJC will not count staff time in attendance at off-site meetings, unless so authorized in advance by the State Contract Manager.

- d. If clinicians are shared among various Facilities, only their on-site hours at each Facility are counted toward the requirements of the staffing Matrix. All efforts will be made by the Contractor to minimize travel time between Facilities. The Contractor shall ensure that travel time is reported through an exception reporting process for all emergent circumstances requiring travel between Facilities.

3.1.1.2 TIME KEEPING SYSTEM

All Contractor personnel shall log in and out on the NJJC time keeping system when arriving or departing from the NJJC Facilities, in addition to hard copy login on entrance into the Facility. The Contractor shall be compensated for hours logged on the NJJC time keeping system,

3.1.1.3 EMPLOYEE DATABASE

The Contractor shall provide, in a standard file format, the NJJC with an initial download of those employed by the Contractor assigned to NJJC facilities. Subsequently, the Contractor shall provide a monthly download in standard file format provided by NJJC with additions, changes, or deletions to the employee data. This information shall include, but will not be limited to, employee name, professional title, and location. This information will be provided monthly to the Facility Administrator to ensure that the Facility security staff is informed at all times of the Contractor's staff whereabouts and activities.

3.1.1.4 STATEWIDE STAFFING REQUIREMENTS

The Contractor shall comply with the NJJC established staffing requirements as set forth above unless there is advance written authorization by the State Contract Manager for a change in the staffing levels. Allowance for vacancies due to normal staff turnover shall be made at the sole discretion of the State Contract Manager. All initial and replacement personnel shall be subject to NJJC administrative approval.

3.1.1.5 LOCAL OFFICE LOCATION AND STAFFING REQUIREMENTS

a. Staffing

The Contractor staffing must include, at a minimum, the following positions:

- Program Director, Director of Dentistry
- Dentist
- Dental Hygienist
- Dental Assistant

b. Location

NJJC will provide office space for the Contractor at the dental offices. NJJC will provide telephone service and computer access for the sole purpose of conducting State business. The Contractor shall ensure that the office be open for business daily between 8 a.m. and 5 p.m., Monday through Friday. The Contractor shall ensure that the on-call schedule be kept current

and telephone response time shall be within a 30-minute time period. After hours on call schedule shall be provided by the Contractor no later than Thursday for the upcoming weekend.

3.1.1.6 IDENTIFICATION OF KEY PROVIDORS AND MANAGEMENT

The Contractor shall provide to the NJJC Contracts Unit, the names, resumes, curriculum vitae, and letters of intent to accept employment for its entire administrative staff. The Contractor shall provide the names of the key providers and management personnel in its staffing grid as soon as possible after execution of this Agreement.

- a. Program Director - To function as the overall administrative manager for this program.
- b. Director of Dentistry – A NJ licensed dentist, experienced in correctional dentistry and responsible for overseeing the delivery of clinical dental care to all NJJC residents.

No staff is permitted to work until all required background investigations and trainings are complete.

3.1.1.7 PER DIEM POOL

The Contractor shall maintain a per diem pool of dental staff and other clinical positions that will be expected to backfill regular staff as necessary. This pool of individuals shall be oriented and trained to the JJC environment and approved by the State Contract Manager. The approval process, which includes background clearances, NCIC, CARI, and PREA Training, is required in advance of the per diem pool of staff starting Electronic Health Records (EHR). Training will also be provided by the Contractor prior to permitting per diem pool members to provide coverage.

The Contractor use agency and temporary personnel, shall meet the minimum licensure and CPR requirements, be oriented and trained to the specific correctional environment in advance of placement and be subject to the routine NJJC background clearances NCIC, CARI, and PREA Training required of all the Contractor and subcontractor personnel prior to a start date.

3.1.1.8 STAFFING MATRIX

Replacements for regular staff hours or vacancies for positions identified herein as requiring backfill (Relief Factor Staffing) shall be managed by the Contractor in the following manner: personnel of the same or higher discipline or profession will replace dentists, dental hygienists, and dental assistants. These hours may be provided by overtime, additional hours for part-time staff, as needed, or by agency or temporary staffing in the event of an urgent need or emergency when other staffing alternatives have been exhausted. Replacement hours must be provided on the same shift on the same day as the hours originally scheduled to be provided. The Contractor shall ensure that all essential functions are performed during the shift as would routinely be provided by regular staff.

The Contractor shall provide the staff necessary to meet all service elements and requirements of this Agreement. Please refer to the Pricing Schedule and Staffing matrixes for standard and

additional staffing requirements.

3.1.1.9 STAFFING LEVEL CHANGES

Any requests for staffing level adjustments (i.e., increases, reallocation or reduction of staff) after execution of this Agreement shall be submitted by the Contractor in writing to the State Contract Manager. The State Contract Manager will review and approve any recommendations to changes in staffing for final determination. The State Contract Manager, will, in turn, notify the Contractor in writing. The Contractor shall provide written requests for all staffing reallocation or reduction adjustments at least two (2) weeks prior to the scheduling a meeting.

Compensation for increases in staffing which would cause an increase in Total Position Costs must be approved by the State Contract Manager and documented by the Contract Unit prior to implementation.

3.1.1.10 INTERPRETATION AND BILINGUAL PERSONNEL REQUIREMENT

The Contractor shall ensure that the residents are not used as interpreters. The Contractor shall be permitted to use NJJC employees as interpreters in emergency situations. However, the consent of the resident involved and the Superintendent of the JJC facility must be obtained.

3.1.1.11 STAFF MEETINGS

The Contractor shall ensure that appropriate professional personnel attend all staff meetings as required by the mutual agreement of the NJJC and the State Contract Manager. These meetings may include, but are not limited to, re-entry, quality assurance, risk management and peer review. The Contractor shall ensure that these meetings be more frequent during the startup period of the Agreement and shall develop into a mutually agreed upon time schedule, i.e., from weekly to monthly and on an ad hoc basis as necessary. The meeting shall be no less than two (2) times a year.

3.1.1.12 JOB AND POST DESCRIPTIONS

The Contractor shall have written job specifications and post descriptions for each Facility. Copies of job descriptions shall be approved and kept on file. The Contractor shall ensure that each employee has a signed job description in his/her personnel file along with other personnel file requirements to include background screening, application, resume or curriculum vitae, privilege/credentials information, license, CPR certification, training documentation to include orientation and in-service, as well as an accompanying medical file for TB testing results and Hepatitis B or flu vaccination documentation. At minimum, this file shall be reviewed and updated annually.

3.1.1.13 RESPONSIBILITY FOR HIRING AND TERMINATION

The Contractor shall have the sole and exclusive right to hire and fire employees and terminate subcontractors, except that the Contractor shall not employ for the purposes of carrying out its obligations under this Agreement, any person who is simultaneously employed by NJJC.

Notwithstanding the above, NJJC has final approval over all personnel who provide services in its Facilities. NJJC has the right to ban any individual at any time. The Contractor shall notify the

NJJJC of staff separations or terminations based upon any sort of disciplinary infraction related to clinical care. This notice must be sent to the Contracts Unit and the State Contract Manager, as well as the Superintendent where the individual provided services. In the event of a violation of a Practice Act, the Contractor shall notify the appropriate professional licensing board. If NJJC is made aware that the Contractor failed to provide such notice, NJJC will notify the respective board. Should a Contractor-subcontractor agreement be terminated for any disciplinary infraction, the same notice requirements shall apply. If in the opinion of the State Contract Manager, a professionally licensed staff member fails to meet minimum clinical standards of performance, or exhibits repetitive instances of clinical incompetence, that staff member shall be removed from NJJC facilities at the direction of the Office of Investigations.

In the event of an investigation by the Office of Investigations involving the Contractor or any affiliates of the Contractor, the NJJC will inform the Contractor in writing if the findings of the investigation warrant the barring of an individual from NJJC facilities.

3.1.1.14 DENIAL OF FACILITY ACCESS

NJJC may deny entry to any or all its Facilities to any person, provided that NJJC notifies the Contractor of such denial and the reasons therefore as soon as reasonably practical. The Contractor shall ensure that the position the denied person occupied is back-filled immediately to experience no staffing shortfalls.

3.1.1.15 ID BADGES RETURNED

All personnel who end their relationship with the Contractor for any reason, and/or who will no longer be providing services under this Agreement, shall relinquish their ID cards to the State Contract Manager. The Contractor shall turn in all ID cards of such personnel monthly to the State Contract Manager. The Contractor shall return all relinquished ID cards to the NJJC or to notify NJJC if the Contractor is unable to obtain said ID card(s).

3.1.1.16 EMPLOYEE MEALS

Due to the secure nature of correctional facilities, it is often not acceptable for employees to bring food items inside the security perimeter. Refrigerated storage and outside dining space are often not available. In addition, movement in and out of facilities for meals is often difficult.

Consequently, the NJJC provides mid-shift meals on-site for NJJC employees. The NJJC intends to provide access to the same meals for the Facility-based personnel of the Contractor staff on site for more than four (4) hours, without cost to the Contractor or to the employees or subcontractors of the Contractor.

3.1.2 REQUIREMENTS OF HEALTH CARE PERSONNEL

3.1.2.1 TRAINING AND ORIENTATION

i. In-Service Education Requirement for Healthcare Personnel

The Contractor shall:

- a. Provide training to all staff on appropriate dental practices for the various clinicians. The Contractor shall also provide appropriate in-service education programs for its entire staff. The Contractor shall ensure that a Continuous Quality Improvement (CQI) Program (as defined in NJJC policy, and ACA, NCCHC standards) exists to improve quality of service and identify and address staff training needs on an ongoing basis. The Contractor shall ensure that all training is documented as required in the Reports and Data section of this Agreement.
- b. Provide New Employee Personnel Training and Orientation Requirements for Healthcare Personnel Orientation Program Outlined. The Contractor shall provide the following orientation program for all new personnel. The Contractor shall ensure that all new healthcare personnel are provided with this orientation and appropriate training regarding healthcare practices on-site at the Facility.
- c. Provide orientation during the first month of employment. This shall include the Contractor Orientation and Facility/Site-Specific Orientation. An Orientation Checklist shall be completed for each newly hired staff member by his or her supervisor. This document shall be submitted within thirty (30) days of employment and maintained on file. The Contractor shall maintain checklists on file for non-clinical staff, and clinical staff.

The Contractor initial orientation shall consist of, but not be limited to, Mission, Vision, Values, Infection Control and Universal/Standard Precautions, HIV and Infection Control, Timesheet, incident reports, timekeeping, Social Media Policy, Suicide Prevention, Ethics, BBP/ECP, PREA, and custody and security issues.

Onsite orientation may include, but not be limited to, orientation to custody, security, and other Facility operations, EHR, policies and procedures, job description, and roles and responsibilities. The Contractor shall collaborate with NJJC to modify the initial orientation to best prepare all healthcare personnel to serve residents effectively within NJJC facilities. By the end of the first month of employment medical staff will receive CPR/First Aid/AED training.

ii. New Employee EHR Training Requirement

The Contractor shall ensure that EHR Training is completed prior to the commencement of on-site duty. The Contractor shall also ensure that its personnel are able to demonstrate EHR proficiency. Moreover, the Contractor shall also train and update selected employees as trainers. These trainers shall provide on-site, and off-site in-services as required for maintenance of a proficient EHR staff. To measure EHR proficiency, standard objective performance shall be demonstrated to the trainer based on selected workflows that are discipline specific. The Contractor shall designate health services supervisors or dental assistants as trainers in the EHR.

iii. Recordkeeping Requirement

For all employee orientation and training provided by the Contractor, the Contractor shall maintain a comprehensive list of personnel trained, and dates and status of retraining/updating monthly. The State Contract Manager may review this list as necessary, and the Contractor shall make the list available upon request. The Contractor shall maintain a comprehensive file/database for all contractor staff training documentation, to include title of training provided, trainer who conducted the training, topic, hours of training and date. All Contractor staff shall have a training file for maintenance of all documentation as required. In addition, each personnel file will have a complete training history of the individual staff member.

iv. NJJC Orientation Requirements

Orientation of healthcare staff to custody and other Facility operations will be the responsibility of the Facility and NJJC. The Contractor shall ensure that all clinicians, whether full-time or part-time, be trained prior to reporting for clinical duties. An orientation will be provided by NJJC for all non-security staff working within the correctional environment. The site-based schedule shall not preclude a Contractor staff from beginning work, as NJJC will provide, through video or other means, an initial basic orientation. The Contractor staff Custody Orientation Training, which includes issues surrounding work and security in a correctional environment will be provided at a NJJC location by the NJJC.

Orientation and training hours required by the Agreement are considered as time worked about the staffing Matrix.

3.1.2.2 APPLICATION OF NJJC RULES FOR HEALTH CARE PERSONNEL

- a. Responsibility for All Healthcare Personnel - The Contractor shall comply with current and future State, federal, and local laws and regulations, court orders, NJJC rules, administrative directives, Facility directives, ACA and NCCHC standards, and policies and procedures of the NJJC, New Jersey Department of Health and Senior Services (DHSS), and the Facility, irrespective of past practices. The Contractor shall comply with all applicable State laws for reporting incidents and for reporting violations to the appropriate clinical licensing boards. If there is perceived conflict among the rules and regulations, the Contractor shall immediately notify the State Contract Manager for resolution.
- b. Agreement Not to Compete or Non-Competition Clauses - The Contractor is prohibited from entering "Not To Compete" or "Non-Competition" clauses or covenants with employees and independent subcontractors, or any other party, that would in any way restrict the NJJC's ability to provide services in its Facilities. Any subcontractor utilized by the Contractor is prohibited from entering "Not To Compete" or "Non-Competition" clauses as it may relate to delivery of services to the NJJC.
- c. Security Requirements for Healthcare Personnel - The Contractor shall ensure that all personnel attend and complete an orientation prior to the commencement of duty, provided by NJJC, which will cover security issues.

The Contractor shall be subject to and shall comply with all security regulations and procedures of NJJC and the Facility, including, but not limited to, sign-in logs or electronic

time keeping and searches of person and property. Violation of security regulations or policies may result in Contractor staff being denied access to the Facility. In this event, the Contractor shall provide alternate personnel to supply services, as described herein, subject to NJJC approval.

NJJC will provide security for the Contractor staff consistent with normal operational procedures.

- d. NJJC Access to Personnel Records – The Contractor shall ensure that all personnel files of all current and former Contractor staff, active and inactive, be on file and available on demand by NJJC. The files shall be made available in the dental department to the Facility Administrator or his/her designee. These files shall include copies of current New Jersey licenses, proof of professional certification, DEA and CDS (controlled dangerous substance) certificates, résumés, curriculum vitae, that include individual education and experience, liability insurance certificates, evaluations, training records, payroll records and position responsibilities. NJJC reserves the right to review upon demand any credentials obtained by the Contractor and to conduct further investigation, if necessary. The Office of Investigations and/or Facility Administrator or a designee will direct written or oral requests to the Contractor on-site Program Director

3.1.2.3 HEALTH CARE ON-CALL REQUIREMENTS

- a. On-Call Requirements – The Contractor shall designate a dentist on-call for each Facility 24 hours per day, 7 days per week. One (1) on-call dentist may cover multiple Facilities. In addition, the Contractor shall provide all on-site administrative and/or supervisory staff with a beeper or pager service so they may be contacted while off-site.
- b. On-Call Response - The Contractor shall respond within 30 minutes of paging or beeping, and appropriate personnel shall return to the Facility as deemed medically necessary by the on-call clinician.
- c. On-Call Schedule - The Contractor shall provide NJJC Facility Administrators with monthly on-call schedules by the 25th of each month. The Contractor shall ensure that the NJJC be provided with current information regarding contact numbers of appropriate clinicians and administrative personnel to include home and cellular telephone numbers.

3.1.3 HEALTH CARE PERSONNEL CALL BACK TO DUTY

The Contractor shall make provisions for the callback of sufficient dentists, dental assistants, and other staff to meet the needs of any lockdown, emergency or mass casualty situation that may arise. The Contractor shall also make provisions for the callback of individuals in the case of medical emergencies, as necessary, to minimize outside referral and transportation.

3.1.4 SPECIFIC QUALIFICATIONS FOR DENTAL CARE PERSONNEL

3.1.4.1 PERSONNEL ELEGIBILITY

The Contractor shall recruit and interview only candidates who are currently licensed, actively seeking New Jersey licensure, or certified without restriction in the State of New Jersey, for those positions requiring such credentials. The Contractor shall interview each candidate with a special focus on technical expertise, emotional stability, and motivation. Prior to employment, the Contractor shall ensure that all screened candidates make an on-site visit to their assigned Facility.

3.1.4.2 NJJC SCREENING OF DENTAL CARE CANDIDATES

NJJJC retains the ultimate right to approve or disapprove the placement of an individual at any or all NJJC facilities. NJJC Superintendent or designee may be similarly involved in the interviewing process for lead staff members in their respective disciplines. The final selection of all Contractor staff to provide services at NJJC facilities shall be subject to approval of the NJJC.

3.1.4.3 CONTINUED EMPLOYMENT FOR DENTAL CARE PERSONNEL

NJJJC reserves the right to prohibit any Contractor staff from performing any service about this Agreement. The Contractor shall comply with prohibition determinations within fifteen (15) working days of notice of such determinations by NJJC. The Contractor shall ensure that its staff comply with all terms of the Agreement specifications.

3.1.4.4 TERMINATED DENTAL CARE EMPLOYEES

The Contractor shall notify NJJC in writing prior to discharging, removing, or failing to renew contracts of professional staff. In emergent situations, when the Contractor finds it necessary to remove, suspend or discharge an employee immediately to minimize disruption or damage, the Contractor shall not delay acting if notice to NJJC is not feasible. However, NJJC will be informed in writing of the action taken by the next business day. On a monthly basis, the Contractor shall provide NJJC with a report of all employees hired and/or terminated (no longer employed for any reason) during that month.

3.1.4.5 SECURITY CLEARANCE FOR DENTAL CARE PERSONNEL

The Contractor shall make every effort possible to fill all vacancies in a timely manner. The Contractor shall discuss all options with the NJJC to determine what is reasonable. Security clearance is a part of this process. Once appropriate credentials are received on individuals, the NJJC will move promptly for approval. It is recognized by all parties that clearances for individuals with offense histories are more complicated and the Contractor must take this into consideration in staffing required positions. The Contractor shall agree to the following:

- a. All personnel will be subject to a background investigation conducted by the NJJC to determine suitability for initial and/or continued employment. Prior to the commencement of on-site work, each member of (the vendors) staff, plus all subcontractors, must obtain a NJJC approved ID card.
- b. The submission of Contractor employment documentation and appropriate accompanying

credentials and requests to NJJC for NJJC computer access to the Contracts Unit for each prospective contractor staff.

- c. An NJJC professional review and request a criminal background check (CARI) from NJJC Special Investigation Division. Candidates will be scheduled for fingerprinting and issuance of identification cards.
- d. Personnel shall always wear their ID cards on NJJC premises.

3.1.4.6 HEALTH CARE PERSONNEL LICENSURE AND PROFESSIONAL REQUIREMENTS

The Contractor shall ensure that all licensed personnel, as required under the Agreement, meet the requirements set forth in N.J.A.C. 13:95 and 13:01, as well as all other pertinent State licensing requirements. The Contractor shall ensure that all direct care providers maintain a current CPR certification. The Contractor shall provide to its personnel any continuing education, on the job training, and clinical instruction and supervision deemed appropriate by the Contractor, as mutually agreed upon by NJJC. NJJC will not bear financial responsibility for the cost of any required education or training other than the allowance that reasonable training time, as described in, may be considered as time worked.

- a. Dentist - The Contractor shall conduct credentialing of all personnel who are dentists, to the extent required by New Jersey State law and shall submit satisfactory evidence of such compliance prior to duty assignment and background investigation (see the requirement below in I - iv). The Contractor shall collaborate with NJJC in preparing a written policy and procedure regarding the physician credentialing process for approval. Each dentist credential file shall contain, at a minimum, the following documents:
 - i. Signed copy of verified New Jersey license to practice medicine.
 - ii. Current federal DEA certification with New Jersey address.
 - iii. Current New Jersey CDS certification with New Jersey address; and
 - iv. Copy of Board Certification if other than primary care privileges are requested. (Statewide medical directors must have Board Certification). Dentists providing on-site or off-site services must also be Board Certified.

Board certification requirements may be waived at the sole discretion of the State Contract Manager.

- b. Dental Hygienist and Dental Assistant - Dental Hygienist and Dental Assistant will have and maintain a current and valid unrestricted license in the State of New Jersey with appropriate certifications.
- c. Ancillary Personnel - All ancillary staff will possess valid, New Jersey State Board licensure or certification in his or her practice.

3.1.5 MEDICAL SERVICES TO BE PROVIDED

3.1.5.1 INFORMED CONSENT/RIGHT TO REFUSE TREATMENT MEDICAL SERVICES

- a. To assure that each resident receives the material facts about the nature, consequences and

risks of any proposed treatment, examination or procedure and the alternatives to the same, written informed consent shall be obtained by the Contractor in accordance with N.J.A.C. 13:95, N.J.A.C. 13:01 and NJJC Policy.

- b. In every case in which the residents, after having been informed of the condition and the treatment prescribed, refuses treatment, the refusal shall be in writing and secured and documented by the Contractor.

3.1.5.2 ADMISSION SERVICES – DENTAL SERVICES INTAKE AND TRANSFER REQUIREMENTS

- a. Reception - Committed residents entering the NJJC shall be initially processed by the Contractor at one (1) of the reception centers.

The intake process shall also apply to resident's parole violators or who have been recaptured after an escape. At the present time these reception centers are:

- b. Receiving Screening - The Contractor shall ensure that its dental staff perform a Dental Intake Assessment, which shall consist of receiving and screening dental needs and timely continuity of care, no later than seven (7) calendar days from the date of admission. Immediate referral of all residents who provide affirmative responses on the brief medical receiving screening for dental concern will be immediately addressed. This screening shall be documented on the appropriate EHR form.
- c. Intra-system Transfer Screening Dental Services – The Contractor shall ensure that the residents being transferred between NJJC Facilities have the appropriate EHR form completed at the sending Facility before departure. The Contractor shall ensure that staff at the receiving Facility complete and document a chart review to include a detailed review of the transfer summary with particular emphasis upon dental health continuity, attention to pending appointments, and identification of ongoing dental health needs. In no case will this occur more than seventy-two (72) hours after arrival. This screening will include a review of the existing dental health summary. All necessary referrals for dental follow-up must be made at this time.

3.1.5.3 PERIODIC AND MISCELLANEOUS DENTAL HEALTH APPRAISALS

The Contractor shall ensure that a dental health protocol be in place. This protocol shall define the extent of the periodic health assessment, taking into consideration the age, gender, and dental health needs of the population. The Contractor shall ensure that periodic dental health appraisals be performed by a dentist or dental hygienist at a minimum of once per year.

Residents needing extractions (class I) shall be scheduled and the corresponding appointments shall be made within 14-21 days of a resident's initial comprehensive dental examination, last clinical treatment, last clinical examination, or initial requests.

Residents needing restoration (Class II) shall be scheduled and the corresponding appointments shall be made within 14-21 days of a resident's initial comprehensive dental examination, last

clinical treatment, last clinical examination, or initial requests.

Residents requiring dentures and denture repairs shall be completed within sixty (60) days of impression.

Residential Community Home returns will be seen within fourteen (14) days.

Dental follow-up shall be completed within seven (7) days after oral surgery procedure.

Pre-Release Dental Health Assessment – The Contractor shall ensure that residents scheduled for release be offered a dental health assessment approximately two (2) weeks in advance of their release date. The Contractor shall supply a prescription for fourteen (14) day quantity of any prescribed medication and a fourteen (14) day supply each releasing resident. Additionally, the Contractor shall provide a discharge review for all residents scheduled for release. The Contractor shall schedule follow-up appointments in the outside community, for any residents with a chronic dental condition and/or pending clinical need, prior to the residents being released. These assessments shall be documented by the Contractor on the appropriate EHR forms. Any refusal of this medical examination shall be documented by the Contractor on the appropriate EHR form, signed by the residents, and scanned into the EHR.

3.1.5.4 SICK CALL

The NJJC is committed to provide custody support to ensure timely and confidential face-to-face access to residents for the actual sick call encounter.

- a. Daily Triage of Complaints - The Contractor shall establish appropriate triage mechanisms to be utilized for resident's complaints. The medical department at each Facility will have procedures in place that enable all residents to submit requests for healthcare services daily, including weekends and holidays. Referrals for appropriate treatment shall be made at that time.
 - i. Upon triage by the medical department, all non-urgent sick call requests forms shall be triaged and responded the within five (5) working days for females and forty-eight (48) hours for males. (Females are not housed in same building as the dental office and appointments shall be scheduled in cooperation through the Superintendent's Office). Emergency, follow-up with the appropriate clinician will occur within 72 hours. If dental sick calls are deemed by the dental staff to be non-emergent in nature, follow-up may occur within seven (7) days.
 - iii. All documentation of the triage, examination and subsequent treatment shall be entered into the EHR on the appropriate form. The sick call slip shall be filed in the dental reference file; and

3.1.5.5 INFIRMARY SERVICES

The Contractor shall fully utilize the NJTS infirmary unit consistent with acceptable medical standards. The infirmary houses committed male residents.

Any residents requiring care beyond the capability of the infirmary shall be hospitalized at licensed community hospitals or other appropriate licensed healthcare facility.

3.1.5.6 TELEMEDICINE USAGE

In-person dental evaluation and management in the diagnosis and treatment of dental conditions is the standard of care and shall always be the first option for all treatment. However, in an emergent situation, telemedicine may be used for conference and consultation purposes so long as the dental provider remains in personal contact with the resident patient and the Agreement Manager, or Designee, is provided with regular updates. The Agreement Manager, or Designee, must be notified in advance of any telemedicine use.

3.1.5.7 DENTAL SPECIALTY CARE

The Contractor shall provide for a full and comprehensive range of dental services. The Provision of On-Site Oral Surgery Procedures shall be provided by a Maxillofacial Oral Surgeon to be completed using local anesthesia. Residents are referred for on-site oral surgery procedures by Dentist will be seen within thirty (30) days of referral. JJC has approximately sixty-five (65) referrals annually for on-site oral surgery procedures.

- a. Off-Site Oral Surgery - Residents shall be identified and arrangements made for oral surgery services as a specialty clinic. For conditions which require anesthesia, the Contractor shall ensure that an off-site specialty consult is requested. Residents will be seen within thirty (30) days of referral. Consultations for procedures requiring general anesthesia performed at a community-based hospital.
- b. Orthodontist - Residents with orthodontics in progress prior to coming under JJC care will be evaluated and a recommended treatment plan will be provided by the Contractor.
- c. Any off-site referrals shall be completed in the EHR. The Contractor shall submit types, frequency, and location of specialty clinics to be utilized, upon the implementation of these services. The care shall include, but not be limited to:
- d. Requirement for Prompt Specialty Care Attention – The Contractor shall ensure that referrals to specialty dental care be scheduled and completed in whatever timeframe is clinically indicated, but, in no case shall a routine referral to a specialist be delayed for more than thirty (30) calendar days from the date of request.
- c. Approval for Off-site Care - Services that cannot be provided on-site, due to the need for complex technology and/or equipment, may be provided off-site at the discretion of the NJJC Medical Director.
- d. Ensuring Care is Completed - Appropriate record keeping is required to ensure all specialty

dental care needed is ordered and received. Resident movement may at times interfere with scheduled care. The Contractor shall review daily movement sheets to determine if any residents awaiting dental care have experienced an intra-facility or inter-facility change in location. Measures are to be taken to communicate such changes and decide for the necessary care to be delivered.

- e. Specialty Dental Care Professional Credential Requirement - Make referral arrangements with New Jersey licensed and Board-Certified specialty dentists for the treatment of those residents with dental care problems that extend beyond the primary care services. Board Certification in the field of care provided is required for all specialists.
- f. Responsibility for Cost of Specialty Dental Care – The Contractor will ensure specialty dental costs of such care by dental specialists and other service providers. The Contractor shall purchase all supplies used or ordered by the specialist, including, by way of example, but not limited to prosthetics, and devices.

The Contractor shall provide for the fitting and repair of prosthetics, including those prosthetic devices currently used by residents and for payment to the provider.

The Contractor shall ensure that all outside referrals will be coordinated with NJJC for security arrangements and transportation arrangements shall be coordinated through NJJC Superintendents Office or designee.

All costs related to routine medical transportation by NJJC van will be the responsibility of the NJJC.

- g. Tracking and Scheduling Specialty Care Needs - Requests for specialty care will be maintained and tracked individual patient charts in the EHR. The Clinical Director shall review and sign off on this log monthly to ensure that the clinician is aware of the status of individual cases. All scheduling and prioritizing of specialty dental care will be accomplished by a Physician, the Contractor shall provide all necessary medical information related to a requested procedure or evaluation to the specialists. Any utilization review process developed by the Contractor for approval of outside consultations will involve direct verbal communication between the requesting and reviewing physicians and shall be completed within five (5) working days. The reviewing physician may access the electronic medical record in order to expedite this process.
- h. Specialty Care Disputes - Any dispute regarding the need for care by a specialist will be resolved between the Responsible Physician and the NJDOC Medical Director. The Contractor shall agree that the NJDOC Medical Director has final authority in the resolution of these disputes.

If there is a difference of opinion between the NJDOC Medical Director and the Contractor concerning the extent of care, the decision of the NJDOC Medical Director shall be the final clinical authority.

- i. Security Concerns for Specialty Care - For reasons of security, residents must not be informed in advance of the date of any scheduled off-site movement. The Contractor shall ensure that its personnel understand and comply with this practice. The Contractor shall coordinate with the Superintendent or designee usage of apparatus and prosthesis that may compromise security.

Average daily population trends and the monthly report, by Facility, for services rendered for the NJJC can be found in RFP Section 1.2, Background.

3.1.5.8 HOSPITAL CARE

Generally, the objective of the State is to minimize, as clinically acceptable and medically appropriate, the lengths of hospital stays, the number of medical trips, and outside physician referrals and visits, policies are expected to reduce the costs of medical care and custody coverage. As indicated, hospitalization of residents at Saint Francis Medical Center (SFMC) or at another medical facility (e.g., University Hospital in Newark) shall be reported to the State Contract Manager and the Superintendent daily via an e-mail.

If there is a difference of opinion between the NJDOC Medical Director and the Contractor concerning the extent of hospitalization, the decision of the NJDOC Medical Director shall be the final authority.

3.1.5.9 EMERGENCY CARE

- a. Overview of Emergency Care - The Contractor shall respond to, make provisions for and be responsible for all services and costs, and for payments to providers, for twenty-four (24)-hour emergency dental care. This shall include, but is not limited to, twenty-four (24)-hour on-call services. The Contractor shall ensure availability of emergency treatment through predetermined arrangements with local, State-licensed acute care hospitals. It may be necessary, and the Contractor shall agree that for an emergency, dental staff providing coverage at one facility to report to the other facility to cover an emergent issue.

3.1.5.10 ANCILLARY SERVICES

The Contractor shall utilize on-site Facility ancillary services to their fullest extent and shall ensure payment to providers for all off-site laboratory, x-ray, and other diagnostic services as required and indicated. When NJJC equipment is provided, the Contractor shall accept this equipment as-is on the commencement date. While the equipment belongs to the State and is registered in the State's name, the Contractor shall ensure (both administratively and financially) for any necessary registration renewal, repair, inspection, maintenance, calibration, and replacement.

Persons having the appropriate credentials will provide all ancillary services. The Contractor shall ensure that when tests are sent to another service provider for analysis, consultation, and/or interpretation, individuals and facilities rendering these services have current/valid credentials to provide such services in New Jersey. This will include full and unrestricted New Jersey licensure for all physicians involved.

Examples of the above shall include physicians supplying EKG interpretation, and radiology interpretation, who must be licensed in the State of New Jersey.

Radiology Services

The Contractor shall ensure that all routine x-rays be provided on-site at the Secure Care Facilities dental offices. Should fixed x-ray equipment not be available, then portable services shall be established by the Contractor. The Contractor shall ensure that preliminary results are reported to the dental department within 24 hours, with final, written reports received within 72 hours. The Contractor shall ensure that a mechanism be developed for the rapid reporting of STAT and/or abnormal results, and the physician on-call will be notified immediately of all STAT reports and abnormal results.

The Contractor and the Contracts Units shall provide for all supplies and maintenance of all equipment and for payments to providers. The Contractor shall ensure full compliance with N.J.A.C. 7:28, and shall also provide for all fees, registration, inspection, and replacement of all equipment. Replacement equipment purchased by the Contractor shall become the property of the NJJC at the termination or expiration of this Agreement. All warranties shall be assigned to NJJC upon contract expiration.

The Contractor shall provide for the timely repair, replacement, and maintenance of NJJC equipment if utilized, for payments to providers and maintenance of a current equipment inventory. NJJC will retain all equipment at termination of the Agreement.

When appropriate, the Contractor shall ensure that results be transmitted electronically into the EHR or other NJJC medical database.

3.1.5.11 MEDICAL DIET PROGRAM

The Contractor shall evaluate and make appropriate orders for residents regarding medical diets according to protocols. Medical diets will be supplied by NJJC only when ordered by a physician, APN/PA or dentist for documented valid clinical reasons and noted on the appropriate EHR encounter form as part of a treatment plan. The order for a diet will be written for a specified amount of time.

Special diet restrictions in response to food allergy or intolerance are honored only when medically ordered. Personal preference, vegetarian or religious-based dietary preferences of a residents are not to be considered by the healthcare staff as a cause for ordering a special diet.

Dietary supplements, such as vitamins, Ensure™ and similar commercially available products, will be provided to residents only when prescribed by a physician, APN/PA, or dentist for a documented clinical reason. The Contractor shall provide for the purchase, the delivery, and payments to providers for the cost of these items, whenever these items are medically prescribed.

3.1.5.12 RESOLUTION OF MEDICAL/DENTAL TREATMENT DISPUTES

The NJDOC Medical Director shall be the final authority in matters of medical treatment disputes with the Contractor.

3.1.5.13 RESIDENTS IN COMMUNITY RESIDENTIAL PROGRAMS

The Facility population includes NJJC residents in community residential programs. In most of

those programs the State has established other arrangements for the provision of dental services. Dental services are provided to committed Albert Elias residents at the JMSF facility.

3.1.6 HEALTH EDUCATION

3.1.6.1 HEALTH EDUCATION OF RESIDENTS

- a. General Health Education Program - The Contractor shall provide a dental health education program for residents. This program shall include formal and informal sessions, pamphlets, videos, etc. Additionally, each discipline shall be involved in the orientation of residents to its services, including the availability and means of accessing such services from all sites.
- b. Documentation of Health Education - The Contractor shall document all health education activities in its Monthly Report, as well as in the annual report. This documentation shall include a lesson plan, dates and number of residents receiving health education. All individualized health education provided to residents shall be noted in the EHR.

3.1.6.2 INFECTION CONTROL

The Contractor shall implement an infection control program including concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and State law. The Contractor shall ensure that reports to the NJJC and NJDOH and/or any other agency, regarding an individual or condition, be reported to the State Contract Manager and NJJC's Health and Safety Officer. The infectious disease management program shall encompass complete implementation of the blood borne pathogens policy. Sport testing shall be conducted and documented on each individual sterilizer and the EHR on a weekly basis.

3.1.6.3 NJJC EMPLOYEE HEALTH EDUCATION PROGRAM

Upon the request of the JJC, the Contractor shall provide training to NJJC employees in various relevant aspects of health education. Current training requirements include, but are not limited to, those listed below:

The Contractor shall collaborate with NJJC and take the lead in developing policies and procedures for provision of dental healthcare. The Contractor shall develop a callback list for all healthcare employees to return to the Facility in the event of a disaster. The Contractor shall ensure that Healthcare staff responsibilities in a disaster be reviewed during orientation and during annual in-service training to include the location of triage areas, supplies, local support and medical services, emergency transportation, residents' evacuation, hospital notice and other key plan elements. The Contractor shall maintain separate emergency disaster and medical supplies that will be checked biannually. The Contractor shall perform and evaluate an annual disaster drill. In the event of an actual disaster, the Contractor shall summon healthcare staff to return to the Facility as needed from the established callback list. An actual disaster may be critiqued and documented to satisfy the NCCHC requirement of an annual disaster drill.

The Contractor shall participate in a comprehensive program for tuberculosis surveillance of its personnel and subcontractor personnel and employees that conforms to the guidelines of NJDHSS Public Employees Occupational Safety and Health (PEOSH) TB requirements and NJJC policy on this subject. The Contractor shall coordinate with the Contract Manager in the implementation of an effective TB control program in the NJJC. The Contractor shall be scheduled for an initial and annual training and surveillance of Contractor employees with the facility Superintendent. Tuberculosis Screening and Mantoux testing are mandatory for all Contractor employees.

a. Requirements

iv. Blood borne Pathogen Prevention (HBV Vaccination)

- a. Establish Policy - The Contractor shall establish a written policy and demonstrate in actual practice a comprehensive Infection Control Program. One aspect of the Infection Control Program must address the transmission of bloodborne pathogens in the prison setting.
- b. Protective Equipment - The Contractor shall make readily available for dental healthcare staff, personal protective equipment (PPE) that may be required for respiratory isolation or universal precautions. PPE includes gloves, masks, goggles, fluid impervious gowns, etc. This equipment will be available for staff use where exposure to blood or body fluids may be reasonably expected to occur. A facility Emergency Response Bag contain a PPE bag and a CPR mask with a one-way valve. Used equipment will be disposed of in appropriate containers.
- c. Post Exposure Services Requirement - The infection control program shall address employee exposure to bodily fluids and the provision of counseling by The Contractor after any exposure. The Contractor will provide first aid, counseling, and referral for follow-up care to any Contractor staff member or subcontractor employee.

3.1.6.4 Handicapped/Disabilities American with Disability Act

- a. Identification and Communication of Need - In addition to the medical treatment (prosthetic devices, etc.) of handicaps or disability conditions, the provisions of the ADA may require the NJJC system to recognize such conditions and make certain accommodations. Since these needs are driven by the presence of a medically recognized condition or limitation, the Contractor shall identify such conditions, document them on the individual Electronic Health Record and inform appropriate administrative/classification staff. These handicaps or disability conditions shall encompass, but are not limited to, the following: hearing, vision, and mobility. The Contractor shall provide for medically related care and communication aids due to an ADA or handicap issue. Facility structural accommodations are the responsibility of the NJJC.

3.1.7 Provision of Dental Staff Attendance at Meetings

- a. Interdisciplinary Team Requirement - The Contractor shall provide dental staff to participate in an interdisciplinary team to address concerns or re-entry plans. Required members of the interdisciplinary treatment team will meet on a scheduled basis as part of the process of initiating or updating re-entry plans are made.

3.1.8 Dental Services

Please note, within six (6) months of the contract start date the Contractor shall complete the following:

- a. The Contractor shall develop and initiate an Outcome Quality Improvement Study. The Study shall be utilized by the Contractor on an ongoing basis to ensure that its procedures for ensuring quality care are constantly and consistently being examined. The Contractor shall ensure that the results of the Study are reviewed regularly as part of the improvement process and are available to the State Contract Manager upon request inclusion patient satisfaction surveys; and
- b. the Contractor shall develop and initiate a Patient Satisfaction Survey to be provided to residents upon completion of their dental work.

The Contractor shall ensure that all dental services be performed as outlined below using appropriately licensed professionals, (dentists, hygienists, and dental assistants).

The Contractor shall ensure that all dental care be provided according to the requirements, and guidelines promulgated by the American Dental Association, Centers for Disease Control and Occupational Safety and Health Administration, ACA and NCCHC, if these standards are not addressed or are not specifically covered by NJJC policy and procedures. The Contractor shall ensure that the following dental services be provided to all NJJC residents and documented on the appropriate EHR encounter forms:

- a. Intake Screening - A brief screening of significant dental issues will be completed as part of the initial medical/dental/mental health screening. This screening may be performed by a nurse, but immediate referral to the dental department shall be made when an urgent problem involving pain or swelling, impaired function or infection is identified.
- b. Comprehensive Dental Examination - A comprehensive dental examination, including panoramic x-ray, will be completed within seven (7) days after admission to a reception center. Each resident will be classified within the NJJC Dental Priority Classification System. This examination will be performed by a dentist.
- c. Transfer Screenings - A chart review shall be performed by the dentist, dental assistant, or dental hygienist at the receiving Facility within three (3) days of the resident's arrival. An appointment for continuation of treatment noted during this review shall be scheduled within 30 days. If an emergent problem is identified, this appointment should occur within 7 days.
- d. Daily Sick Call Requirement - Daily sick calls shall be reviewed for complaints relating to dental care. When there is a dental complaint at a Facility with dental coverage scheduled on

that day, the dentist assistant shall provide for the triage of sick call request slips. There will be a daily review by the dental staff of the Sick Call Request form from the medical department. On days when there is no dental coverage scheduled at a Facility (including weekends and holidays), the nursing staff shall triage and act upon all sick call request slips. A dentist shall be available for telephone consultation twenty-four (24) hours a day, seven (7) days a week and may cover multiple Facilities or regions, based on call volume received. When a nurse applies a dental protocol, the dentist contacted will countersign any order in the medical/dental record within forty-eight (48) hours except for weekends, when seventy-two (72) hours is allowable. If dental sick calls are deemed by the dental staff to be non-emergent in nature, follow-up shall occur within seven (7) days.

- e. Dental Coverage - When arranging the staffing for dental coverage at all the Facilities, no Facility shall be without on-site coverage by a dentist for a period greater than seventy-two (72) hours, Monday through Friday.

at each Facility, a monthly dental on-site and on-call schedule in advance. Copies of this schedule shall be forwarded to the Superintendent and the Facility Medical office.

- f. Routine Dental Care - Routine comprehensive dental treatment shall include, but not be limited to, appropriate radiography including a panorex, prophylaxis, carious restorations, endodontic therapy on a case-by-case basis, periodontal maintenance, scaling, and therapy, prosthesis fabrication (both full dentures and partial removable prosthetics) and extractions where clinically indicated. Oral surgery shall be provided on-site, if feasible, or within an approved community setting. Fixed prosthetics or crown and bridge work is provided only on an exceptional, case by case basis.
- g. Oral Hygiene - The prevention of dental disease requires that all residents shall be given oral hygiene instructions and if clinically indicated a cleaning/prophylaxis of the teeth within thirty (30) days after the comprehensive dental examination or arrival into a Reception Facility.
- h. Periodic Recall/Check Up - The residents shall be offered dental examination, oral hygiene instructions, and cleaning, in accordance with current NJJC policy and procedure. When clinically indicated, the residents shall be scheduled for dental care.
- i. Scheduling and Timeframe Requirements - Other necessary dental needs identified because of the comprehensive dental examination, periodic recall examination or sick call examination shall be prioritized and initiated within the required time frames of the comprehensive dental examination and/or preventive care. Where follow up treatment is necessary, it will be scheduled and started within thirty (30) days of admission. Following the comprehensive examination at the reception center, if the resident is transferred to a residential facility before the treatment can be provided, the care will be initiated within thirty (30) days of the resident's arrival at the residential facility.
- j. Emergency Care - Emergency dental care shall be available to any residents daily through on-site and on-call dental services. Acute pain, swelling, trauma, infection, and bleeding are some of the signs and symptoms indicating emergency status. When nursing or medical assessment reveals any of these conditions, the Contractor shall assure that an immediate referral to the dentist occurs. The Contractor shall ensure that emergency care shall be provided immediately when clinically indicated. Urgent care shall be provided within forty-eight (48) hours of notice to the medical staff of the occurrence. In the event of a dental emergency when the dentist is

not on-site, the on-call dentist will be available by telephone for case consultation, instructions, and orders.

- k. Specialty Dental Care - Dental specialists as needed, including oral surgeons. Treatment by the specialist shall be initiated within thirty (30) days of referral, or sooner if clinically necessary, although treatment may be ongoing based upon the work to be completed.
- l. JJC may request provision of specialty services not covered under these terms. These requested services will be reimbursed by the NJJJC. (Pass through price lines 111 – 115 shall be used for provision of specialty services not covered under these terms).

1. Prosthetic Services

- i. Provisions for dental prostheses and utilization of dental prosthetic laboratory services to repair dental prostheses shall be provided by the Contractor Replacement will be done, when necessary, based upon clinical indication such as loss of additional teeth or receding gums. The Contractor shall provide and/or replace dental prosthesis as follows.
 - ii. The Contractor may replace lost or damaged prostheses, with laboratory fees borne by the residents, if NJJJC determines that the residents were responsible for loss or breakage.
 - iii. Dentures and dental prostheses shall be provided to the residents within sixty (60) days of impressions. If multiple fittings are necessary, the date may extend to ninety (90) days and the same protocol will apply to the refitting of dentures.
 - iv. If prosthetic treatment is in progress and the residents is transferred to another NJJJC Facility, the dentist shall provide for prompt forwarding the resident's prosthesis to the next Facility.
 - v. When a resident's prosthetic treatment is in progress and is released from NJJJC, the residents are to be given sixty (60) days to provide the name and address of a dentist in the community. The Contractor shall coordinate follow-up care and forward any necessary information and/or materials. If a dental contact within the community is not identified, the prosthesis will be forwarded directly to the residents by mail.
- m. Dispute Resolution - The NJDOC Medical Director shall be the final authority in matters of disagreement between the Contractor and the State over the provision of dental care; and
 - n. Refusal of Care - If the resident chooses not to receive the service, the refusal of service form will be entered on the EHR, and the signed form made part of the medical record. The Contractor shall ensure that all refusals indicate the specific treatment that the residents refused. The Contractor shall ensure that a resident who refuses any dental service be counseled regarding the benefit of this service and the potential harm inherent in refusal, in accordance with NJJJC policy and procedures.

3.1.9 Pharmacy Services

The Contractor shall provide Prescription services for dental needs. The Contractor shall include in its arrangement recognition of discounts as may become available based on federal 340B pharmaceutical discount eligibility.

Attribution of pharmaceuticals to a specific discipline, i.e., medical, or dental, will be determined by reference to the prescribing practitioner. Medical pharmaceuticals will be identified as those prescribed by medical practitioners; dental pharmaceuticals will be identified as those prescribed by dental practitioners.

3.1.9.1 Medical Pharmacy Services

The Contractor shall ensure medication as ordered or prescribed by a healthcare provider to all residents at all Facilities including those residents who are housed in compliance with all applicable federal and State laws and regulations. The Contractor may either maintain a pharmacy on site or provide for pharmacy services from a central location.

The Contractor shall supply all over the counter (OTC) products and supplements prescribed or ordered by a healthcare provider for specific conditions. The Contractor shall ensure that OTC products are not made available to the resident's population except through Contractor prescription, through approved nursing protocol, or through purchase at the commissary. The Contractor shall ensure that OTC products are not maintained within the housing units or elsewhere in the Facilities for resident's self-administration. Availability of OTC products from the commissary does not relieve the Contractor from having to provide any product prescribed or ordered by any licensed healthcare practitioner.

The Contractor shall provide hypodermic supplies, including needles, syringes and disposal containers that are tamper proof and puncture resistant. The Contractor shall adhere to all applicable federal and State requirements and appropriate NJJC policy pertaining to these items and the maintenance, accountability, and disposal of these hazardous items. The Contractor shall ensure for appropriate storage and disposal of needles and syringes with documentation of such in the Regulated Medical Waste Report.

- a. Pharmacy and Therapeutics Committee - The Physical Health Contractor will implement a Pharmacy and Therapeutics (P&T) Committee, attended by the NJJC Quality Assurance Specialist and shall be co-chaired by the Contractor's Statewide Medical Director (see RFP Section 2.2, Definitions). The Committee will meet no less than quarterly each year and will be responsible for additions and deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and infectious disease medications with a particular emphasis upon HIV and Hepatitis C (HCV) management and identifying prescribing patterns of practitioners. The Contractor shall ensure that written minutes of all P&T Committee meetings are submitted to the State Contract Manager no later than ten (10) working days following each meeting for approval and co-signature. All P&T Committee minutes will be co-signed by the State Contract Manager or its designee, the Contractor's Statewide Medical Director, the Contractor's Director of Pharmacy Services.
- b. Formulary - The formulary shall be developed and maintained by the NJJC Medical Director with input from the Statewide Medical Director and in full compliance with all relevant standards. Final authority about the formulary, its related processes and operating procedures, and the medications contained therein, rests with the NJJC Medical Director. The formulary shall be adequate to provide residents with medications that meet generally accepted medical standards. The formulary will be reviewed and updated at the P&T Committee meeting no less than quarterly each year. No deletions from the formulary will be permitted without prior approval from the NJJC Quality Assurance Specialist and Director of Pharmacy Services.

- c. Pharmacy Policies – The Contractor shall ensure compliance with NJJC policies and work cooperatively with the Physical Health Contractor in the development of new or revised policies.

3.1.10 PROGRAMS SUPPORT SERVICES

3.1.10.1 CONTINUOUS QUALITY IMPROVEMENT (CQI)

The Contractor shall participate in the NJJC CQI Program for each Facility that will monitor the health services provided, including but not limited to risk management, NJJC administrative rule compliance, policy and procedure review, pharmacy and therapeutics, monthly statistical management reporting, healthcare and safety, sanitation, and infection control. The CQI Program includes regular chart review of outpatient and inpatient medical records by various providers and clinicians, including physicians. Chart review, deliberations and actions taken because of reviews shall be documented. Discussions will include thresholds for evaluation, collection of data, corrective action plans and communication of results and effectiveness of corrective action plans. Minutes of meetings will be made available to the Office of Administration and to the Facility Superintendent within ten (10) days. Committee membership will include relevant (Contractor) personnel and NJJC representatives including the State Contract Manager as designated by the NJJC Office of Administration. These meetings shall be conducted at least four (4) times a year with the final meeting including an annual synopsis of the Agreement year's activities. CQI is collaboration between NJJC and the Contractor.

This Agreement establishes clinical benchmarks, which the Contractor shall monitor and achieve. These benchmarks are derived from recommendations established by the National Commission on Correctional Health Care and are described below in Section e.

- a. Statewide CQI Committee - The Contractor shall appoint a designee to the Statewide CQI Committee. Committee membership shall include the State Contract Manager, who shall chair the committee, and other NJJC staff, and Contractor representatives as determined by NJJC. This committee shall:
 - i. Review the total healthcare operation.
 - ii. Analyze issues referred to it and/or identified through the CQI process.
 - iii. Direct corrective actions and evaluate their effectiveness.
 - iv. Conduct annual reviews and recommend adjustments deemed beneficial to healthcare policies and procedures; and
 - v. Document and report all activities in committee minutes.

The Contractor shall coordinate with on-site NJJC staff at each Facility and any relevant subcontractors or other contractors to ensure that quarterly meetings are held between the

appropriate professional personnel and NJJC employees to review significant issues and changes. These meetings shall provide feedback to the Statewide CQI Committee so that any deficiencies and/or recommendations may be sufficiently addressed.

- b. Performance Improvement Plan - The Contractor shall develop and/or maintain and implement a performance improvement plan that is designed to consistently improve the quality of services provided at correctional facilities. The plan shall identify the framework by which processes, systems, and outcomes of care are designed, measured, and improved. The plan shall be comprehensive, organization-wide, and multi-disciplinary to maximize the performance improvement process. This plan shall be consistent with N.J.A.C. requirements, this Agreement, NJJC policies, ACA and NCCHC standards.

- c. Monthly Incident Review Report - The Contractor shall submit a monthly incident review to the State Contract Manager and the Facility Administrator of each Facility detailing all adverse incidents, sentinel events and any other quality improvement issues. The Contractor shall prepare and participate in external reviews, inspections and audits as requested and will participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.

- d. Cooperate with NJJC Audits - The Contractor shall cooperate with and assist the State Contract Manager or designee, who will be conducting the mandated annual medical audits and other periodic inquiries.

- e. Clinical Benchmarks - The NJJC believes that the recommendations established by the NJ CQI Advisory Committee are relevant to health care for residents and for correctional facilities in general. The recommendations are as follows:
 - i. Statistical and quality assurance monthly report shall be submitted to JJC by the 5th of each month.
 - ii. Residents shall be provided semi-annual re-call examinations, oral hygiene instruction and smoking cessation within thirty (30) days of NJJC date of admission.
 - iii. Residents needing extractions (Class 1) shall be scheduled and the corresponding appointments shall be made within 14-21 days of the resident's initial comprehensive dental examination, last clinical treatment, last clinical examination, or initial requests.
 - iv. Residents needing restoration (Class II) shall be scheduled and the and the corresponding appointments shall be made within 14-21 days of the resident's initial comprehensive dental examination, last clinical treatment, last clinical examination, or initial requests.
 - v. Oral Surgery procedures are evaluated and scheduled within thirty (30) days from the date of consult.
 - vi. Residents requiring dentures and denture repairs shall be completed within sixty (60) days of impression.
 - vii. Spore testing shall be conducted and documented on each individual sterilizer on a weekly basis.
 - viii. Initial dental examinations/PV shall be completed within seven (7) days of admission.
 - ix. Initial examinations shall include a panroex within seven (7) days of admission.
 - x. New admission/PV recall completed within seven (7) days of admission.
 - xi. Dental Sick calls completed within required time frames.
 - xii. Program Returns will be seen within fourteen (14) days; and
 - xiii. Dental follow-up completed seven (7) days after oral surgery procedure.

3.1.10.2 ADMINISTRATIVE MEETINGS

- a. Agreement Implementation Meetings - Periodic meetings will be scheduled regarding all issues that arise from this Agreement:
 - i. The Contractor shall attend Agreement Implementation meetings co-chaired by the Contract Manager as scheduled by the NJJC for the purpose of resolving relevant issues and addressing audit findings and miscellaneous issues as necessary. Follow-up actions as deemed appropriate because of these meetings will be documented by the State Contract Manager and distributed to the relevant parties. These meetings shall occur as deemed necessary by NJJC during the Agreement transitional period, and at least monthly throughout the duration of the Agreement; and
 - ii. The Contractor shall meet with the at each Facility as scheduled, and Facility Administrator, to discuss the provision of healthcare services. Reviews of administrative and procedural issues may be conducted at this time. Follow-up actions as deemed appropriate because of these meetings will be documented by NJJC and distributed to the relevant parties.

3.1.10.3 SUPPLIES AND EQUIPMENT

The Contractor shall accept all NJJC equipment in as-is condition.

NJJC will be under no obligation to provide any additional equipment after the commencement date of this Agreement. If the Contractor purchases additional equipment, the equipment will become the property of the NJJC at the termination or expiration. The Contractor shall participate (at a minimum) in monthly meetings at each Facility with Facility Administrators and/or their designees, State Contract Manager and NJJC administrative representatives to discuss healthcare services as per the NJJC policy requirements as well as ACA and NCCHC Standards. The (physical health vendor) will schedule these meetings. Reviews of administrative and procedural issues may be discussed at this time. Summaries will be maintained and distributed to attendees by the Physical health vendor) of this Agreement. All warranties will be assigned to NJJC.

Costs for the procurement of healthcare equipment are to be included in the category delineated in the Price Schedules of Attachment 2. Pre-approval by the NJJC is required for the purchase of healthcare equipment.

The Contractor shall provide for all maintenance and repair costs associated with the medical and office equipment (excluding computer equipment), including existing NJJC equipment for healthcare staff, as well as any new equipment purchased or leased by the Contractor, and for payments to providers. Equipment that is no longer usable that the Contractor does not feel needs replacement, must be brought to the attention of NJJC Office of Administration for determination. The Contractor shall not lease equipment without the prior approval of NJJC.

The Contractor shall ensure that all procuring and stocking of all medical, dental, pharmaceutical and office supplies for the routine and specialty care of all residents and for payments to providers. All supplies shall be converted to NJJC inventory at the termination or expiration of the Agreement. At the termination or expiration of the Agreement, the Contractor shall ensure on-site availability of at least one (1) month's supply of medical and dental and routine office supplies.

NJJC will provide the Contractor with office space at Facilities designated by NJJC and utilities to enable the Contractor to perform its duties and obligations under this Agreement. Office equipment such as computers (not related to the operation of the EHR), printers, copy and fax machines provided by the Contractor shall become the property of NJJC upon the expiration or termination of this Agreement or shall be subject to continued NJJC lease in the event of leased equipment.

Regarding all devices that use telephone service, including telephones, faxes, modems and/or time clocks within any NJJC Facility, the Contractor shall contact the State Contract Manager or its designee at each Facility for telephone service installation, activation, and programming requests. For the purchase of any additional telephone equipment and any questions about monthly charges associated with telephone services at the Facility, the Contractor shall contact the State Contract Manager.

- a. All existing telephone service and equipment in the medical areas may be used by the Contractor except for any key systems abandoned by the current provider.
- b. NJJC will provide telephone service as requested by the Contractor as long as the request conforms to existing NJJC policies. Justification for the service may be required. Lines not used for an extended period may be disconnected by NJJC.
- c. All Contractor telephone service must be in accordance with NJJC established telephone policies, including the prohibition of use by residents at the Facilities.

3.1.10.4 HAZARDOUS WASTE

Infectious Waste Disposal – The Contractor shall ensure appropriate State licensure, collection, storage, and removal of regulated medical waste and sharps containers in accordance with State and Federal regulations. See N.J.A.C. 7:26-3A.1 promulgated pursuant to the authority of the Solid Waste Management Act, N.J.S.A. 13:1E-48.1. The Contractor shall notify NJJC of its means for compliance and shall maintain copies of all related documents to the site.

3.1.10.5 DISASTER PLAN

The Contractor shall assist in the development of procedures for the creation of a disaster plan in the event of a man-made or natural disaster, internal or external disaster, disturbance, or riot. Each Facility must have a site-specific plan. The plan shall be coordinated with the security plan and made known to all personnel through approved training on a routine basis and shall include an annual disaster drill, which will be documented and critiqued. The plan shall incorporate designated triage areas with the ability to perform necessary emergency medical procedures, up to and including intubations and/or emergency airway management. The plan shall account for extraordinary demands upon staff such as the possible recall of staff to the Facility, safety and security of patient and staff areas, use of emergency equipment and supplies, establishment of triage areas and procedures, evacuation procedures and stocking of emergency supplies and equipment.

Review of the health aspects of the disaster plan shall be a component of the initial orientation of new personnel. The Contractor shall ensure that the plan be drilled annually at each site.

3.1.10.6 UTILIZATION REVIEW

No later than thirty (30) days prior to the commencement, the Contractor shall submit, for pre-approval, a Utilization Review Program (URP) that will be system wide. The URP shall review all outside consults and inpatient services for residents confined in NJJC facilities or Residential Community Homes.

The Contractor shall also document in the EHR the dental outcomes for juveniles in Residential Community Homes who received dental care by a community provider:

- a. Required CQI elements for the UM program.
- b. Benchmarking of Clinical Outcomes.
- c. UM Process Documentation within Electronic Medical Record.
- d. Chart Reviews.
- e. Timeliness of Referral Response and Management – Emergent, Urgent, Routine.
- f. Timeliness of Care.
- g. Rates for Approval, Need for Additional Information or Alternative Treatment Plan.
- h. Surgical Infection Rates; and
- i. Outlier Cases:
 - i. Clinical Peer Review, Performance Evaluation.

The Contractor shall make available the following Ad Hoc and Ongoing Reporting when requested.

3.1.10.7 GRIEVANCE MECHANISM

The Contractor shall provide investigations and reports within five (5) days of all complaints and inquiries received at the Facility level and Ombudsman through the State Contract Manager. Responses will be timely and will be routed through the Contract Manager. Inquiries or grievances of a clinical nature shall include a face-to-face encounter with the residents and the provider to include documentation within the medical record/EHR.

The Contractor shall maintain an ongoing database log and monthly statistics of all residents' grievances, inquiries or complaints including those filed by family members, advocates, or attorneys, at each Facility, i.e., those with and without merit. Statistics will be maintained regarding the nature of the complaint as well and this information will be reviewed as a key component of the Quality Improvement Program.

The Contractor shall respond to each complaint in accordance with NJJC policy.

The Contractor shall implement NJJC recommendations in disputed cases.

3.1.10.8 MEDICAL RECORDS

The Contractor shall ensure that Medical records, both EHR and the medical reference file, be maintained in accordance with established NJJC policy on record retention. The Contractor shall ensure that all services are properly recorded in the appropriate residents' medical records in such a manner as to satisfy applicable requirements of governmental and accrediting agencies including the ACA and NCCHC. All medical records staffing, and supplies shall be provided by the Contractor although the form and format shall be directed by the State Contract Manger. The Contractor shall secure approval of the form and format by the State Contract Manager before they are put into use.

The NJJC has made every effort to strategically place EHR terminals at the point of service, however; there are points of service that make installation of a computer terminal impractical. The NJJC will continue to assess, monitor, and evaluate the EHR terminal locations with the Contractor.

- a. Official NJJC Medical/Dental/Mental Health Record - The NJJC currently utilizes the NJJC electronic data base system (EHR) as the official NJJC medical/dental/mental health record. Additionally, a medical reference file on each resident exists.

The Contractor shall ensure that its equipment for inputting data into the medical database is compatible with the EHR, as determined by NJJC.

- b. EHR - The Contractor shall fully utilize and cooperate with any upgrading of the EHR, and related applications as determined by NJJC:
 - i. Documentation - The Contractor shall ensure that qualified healthcare staff documents all healthcare encounters on the appropriate EHR forms. Entries in the EHR are subject to internal NJJC audit, as well as audit by the external State entities designated to do so. NJJC will make every effort to provide access to the EHR at the point of service, but this may not always be possible. The Contractor shall ensure that all records/encounters are entered into the EHR, as soon as possible even after the encounter has occurred, even if care is delivered in an area without a terminal.
 - ii. Training - The Contractor shall train all its personnel upon hire and on an ongoing basis, to help ensure that all are EHR proficient and to keep staff apprised of any updating of the EHR. The Contractor must ensure that all training is documented and approved by NJJC. The Contractor personnel must comply with NJJC policies on computer use, such as those related to confidentiality, levels of access, and individual security codes.
 - iii. EHR Interfaces - The EHR charts are created whenever a new resident is brought into the NJJC system through an interface with the NJJC Residents Management System. The Contractor shall maintain scheduling of residents for internal appointments such as sick call.
- c. EHR Security Requirements - The Contractor shall comply with the NJJC Information Technology (IT) policy on microcomputer security. The Contractor shall submit IT access forms to the State Contract Manager for all new employees while credentials and security clearance forms are submitted.

- d. Downtime - While every effort is made to keep EHR operating continuously, there are times that the system will be taken down for maintenance, backup, or upgrade. To the extent possible, NJJC schedules these activities to occur at times scheduled to minimize interference with the provision of healthcare services. EHR users are warned several days in advance of any scheduled downtime. The Contractor will keep sufficient supplies of downtime forms available for all scheduled and unscheduled down time. The Contractor shall use these authorized downtime forms to record all clinical encounters during downtime. Further, the Contractor shall enter all data into the EHR when the system comes back up. The Contractor shall ensure that there is a Facility-by-Facility plan of action in the event of unscheduled downtime.

NJJC has continuously maintained, via its IT unit, a program of maintenance and repair of the EHR system and network. NJJC will continue to evaluate the functioning of the EHR system for improvements.

e. Medical Reference File:

- i. A medical reference file will also be kept on each resident. In addition to documenting in the EHR as required, the Contractor shall ensure that accurate, comprehensive, legible records (with legible, dated, and timed signatures accompanied by a name stamp) are kept on each resident under its care. All documents that require patient signatures, copies of reports of outside hospitalization, outside consultations, and emergency room visits shall be returned to the Facility for inclusion in the medical reference file. All documents shall be filed in the medical reference file in a timely manner and documented in the EHR. Entries in the medical reference file are subject to internal NJJC audit as well as audit by the external State entities designated to do so.
 - ii. The Contractor shall utilize NJJC forms and medical reference file jackets and may supplement the record system with others if instituted system-wide and if submitted to and approved by NJJC. The Contractor shall assume all costs related to the maintenance of this medical reference file, and ensure payments to providers, including form reproduction and provision of medical reference file jackets; and
- f. Confidentiality and Informed Consent - Records will remain confidential. The Contractor shall ensure specific compliance with the Health Insurance Portability and Accountability Act (HIPAA) and N.J.A.C. 2A4A regarding confidentiality, informed consent, and medical-legal access/disclosure.
- g. Record Retention and Record Copying - The Contractor shall comply with NJJC policies regarding the transfer, release, and retention of health records. Records will remain at the NJJC Facilities. The Contractor shall be responsible for all duplication costs incurred and for payments to providers. The NJJC litigation coordinator will determine if the requesting party (residents or non-residents) will be charged for the copies and will approve any release of resident's medical records. All payments from requesting parties or such records shall be remitted to NJJC for approval.
- h. Ownership of the Record - During the term of this Agreement, the Contractor shall be the custodian of all medical records and the Contractor shall maintain, control, and possess, and, except to the extent specifically required by applicable State law, be considered to own, the

records of each resident's healthcare. The Contractor agrees that NJJC shall, to the fullest extent permitted by law, be granted unrestricted access to the medical records, in whatever material form they shall exist. No notification to or approval by The Contractor shall be required for such access by NJJC, provided however, that such access by NJJC shall not materially interfere with The Contractor care and treatment of the residents. NJJC shall not be required to notify the Contractor of any intended or existing use by NJJC of the medical data base.

At the expiration or termination of this Agreement, the ownership and custody of the medical records shall be transferred by the Contractor to NJJC in a timely fashion, provided, however, that the Contractor shall have such right of access to such records as may be necessary to respond to malpractice actions and other proceedings. During the term of this Agreement, the Contractor shall ensure that the medical records are maintained in accordance with applicable State law and regulations and NJJC shall have the right to take any and all actions that are necessary to ensure that the medical records are being maintained accordingly.

- i. Records for Discharged Residents - Inactive medical records for discharged patients shall be forwarded to the NJJC archives according to established NJJC policies and procedures. Residents readmitted shall have their medical reference file requested from archives for inclusion in the current volume based upon the most recent admission; and
- j. Record Access after Expiration or Termination of Agreement - Upon the expiration or termination of this Agreement, the Contractor may request access from NJJC to the medical records for any reasonable purpose, including without limitation, preparation for any litigation.

3.1.10.9 RESEARCH

The conditions under which research may be conducted shall be as set forth at JJC policies) Research shall be agreed upon by the Contractor and the State Contract Manager and shall be governed by NJJC written guidelines. In every case, the written informed consent of each resident who is a subject of the research project shall be obtained prior to the residents' participation as a subject.

3.1.10.10 POLICY DEVELOPMENT AND PROCEDURES

There are uniform healthcare policies and procedures for the NJJC, established and executed by the State Contract Manager. The Contractor shall abide by the existing healthcare policies and will have input to updates, revisions, and new policies. The Contractor shall cooperate in the review and update of all healthcare policies as needed. All policies and procedures are established and owned by NJJC.

3.1.10.11 STANDARDS AND ACCREDITATION

NJJC Facilities are currently seeking National Commission on Correctional Healthcare (NCCHC) accredited. The Contractor shall obtain and maintain NCCHC accreditation status.

All medical and dental services shall be provided according to generally accepted medical standards. The Contractor shall maintain NCCHC accreditation for all NJJC Facilities.

The Contractor shall ensure that all aspects of the respective discipline, medical and/or dental, are sufficient for NJJC Facilities to maintain NCCHC accreditation.

3.1.11 REPORTS AND DATA

3.1.11.1 UTILIZATION AND ADMINISTRATIVE REPORTS

By the 5th of every month, the Contractor shall provide monthly reports to the NJJC State Contract Manager concerning utilization and administration of the program as set forth herein. Prior to the commencement date, the Contractor shall submit the forms and format for said periodic reports for approval by the State Contract Manager. Any changes in the forms and format for said periodic reports are subject to the approval of the State Contract Manager. The Contractor shall submit to the State Contract Manager, or a State Contract Manager designated individual, the following reports within the allotted timeframes. The Contractor shall ensure that all reports submitted within the same timeframe be provided electronically, and in hard copy in a three-ring binder. These reports will reconcile to the timekeeping data entered on both the Contractor and the NJJC timekeeping systems.

- a. Time Report Requirements - The reports shall set out the work time scheduled for each position set forth in the staffing Matrix along with the actual hours worked and the benefit hours credited by the Contractor. Each report shall note the variance as the difference between actual hours worked or hours paid for benefit considerations, where applicable, compared to Agreement hours required according to the approved site-staffing Matrix. The reporting requirement applies to all personnel including subcontractors. The Contractor shall provide requested time reports to the Contract Manager. Time reports for each staff member shall be available to the site State Contract Manager, as needed, indicating daily, weekly, monthly, or annual hours worked, and benefit hours credited by the Contractor.

All Contractor and subcontractor staff assigned to NJJC facilities as healthcare staff must use both the NJJC and Contractor timekeeping systems.

The Contractor shall prepare the following reports for NJJC monthly. The Contractor shall submit these reports no later than the 15th day of the following month.

- i. Time Report by Facility (Monthly) – The Contractor shall provide time reports on no less than a monthly basis in conjunction with payroll information for each Facility, summarizing for each Facility and the aggregate of all Facilities, total hours worked, and total hours paid including paid benefit hours. The Contractor shall also report variance in the positions filled as compared to the positions agreed upon in full time equivalent format.
- ii. Time Report by Job Category (Monthly) - The Contractor shall provide a report summarizing for each Facility and the aggregate of all Facilities, for each job category, total hours worked, and total hours paid.

3.1.11.2 WEEKLY

- a. OPI/CQI Summary Reporting - The Contractor shall provide summary results as presented by NJJC Objective Performance Indicator (OPI) and CQI Indicator reports, in a format determined by the NJJC. These results will be generated from data provided weekly by automated systems of the NJJC. The Contractor shall provide weekly statistical reports summarizing statewide performance and individual Facility performance at each location for which services are provided.
- b. OPI/CQI Corrective Action Plans - The Contractor shall provide weekly reports, in a format determined by the NJJC, detailing OPI and CQI elements for which required performance standards were not met. Reports will describe reasons for substandard performance and actions planned or implemented to address or improve performance.

3.1.11.3 BI-WEEKLY

The Contractor shall provide NJJC with an “Initial Download” of the “Employee Database” in a standard file format of employees assigned to NJJC facilities. Subsequently, the Contractor shall provide a bi-weekly download in standard file format of any additions, changes, or deletions to the employee data.

3.1.11.4 MONTHLY

- a. OPI/CQI Summary Reporting - The Contractor shall provide summary results as presented by NJJC OPI and CQI Indicator reports in a format determined by the NJJC. These results will be generated from data provided weekly by automated systems of the NJJC. The Contractor shall provide monthly statistical reports summarizing statewide performance and individual Facility performance at each location for which services are provided. Reports will be submitted with the monthly invoice.
- b. OPI/CQI Corrective Action Plans - The Contractor shall provide reports for each location, in a format determined by the NJJC, detailing OPI and CQI elements for which required performance standards were not met. Reports will describe reasons for substandard performance and actions planned or implemented to address or improve performance. Reports are to be submitted with the monthly invoice.
- c. Position Control and Vacancy Reports - The Contractor shall provide monthly reports detailing the staffing categories, position authorization numbers coded to the Facility for each staffing category, FTEs and hours for each category, compensation paid, and the full name of the incumbent. The Contractor shall provide the start and termination dates for all employees for the month reported on. The reports will display such data, in order, by day, evening and night shifts. The reporting requirement applies to all personnel, including subcontractors. The reports will demonstrate position changes within each staffing category from one calendar month period to the next calendar month period. Should NJJC and The Contractor agree to staff changes during the term of this Agreement, both the present and the former positions shall be noted on the reports.

The reports will be submitted electronically to the State Contract Manager by the fifteenth (15th) calendar day of the month following the month being reported on. Reports will also be submitted with the monthly invoice.

- d. CQI Reports - The Contractor shall submit a monthly incident review to the Contract Manager and Superintendent detailing all adverse or sentinel events/incidents and any other CQI issues.
- e. On-Call Schedule - The Contractor shall provide the State Contract Manager, each with the monthly on-call schedules of the appropriate Administrative and Clinical Staff in advance of the first day of each month. These schedules shall be posted to the EHR intranet page. JJC Administrators shall also be furnished with a copy of the on-call schedule. This list shall, at a minimum, identify the administrative office and Facility professional on-call by discipline, to include physician, nurse manager/supervisor and dentist. For the administrative office, the on-call list shall include the administrative designee and back-up on-call designee.
- f. Dental Clinical Production Reports - Dental clinical production reports shall be submitted monthly to the NJJC Director of Dental Services and provide a running total of quarterly and annual procedures. The Clinical Production report shall include:
 - i. Total prophylaxis performed
 - ii. Total 1 or 2 surface amalgams performed
 - iii. Total 3 or 4 surface amalgams performed
 - iii. Total 1 or 2 surface composites performed
 - iv. Total 3 or 4 surface composites performed
 - v. Total simple extractions
 - vi. Total surgical extractions
 - vii. Number of denture cases begun per month
 - viii. Number of denture cases inserted per month
 - ix. Number of denture repairs or relines performed
 - x. Number of endodontic visits per month
- g. Dental Scheduling Reports - Dental scheduling reports shall be submitted monthly to the State Contract Manager and shall include:
 - i. Total visits scheduled
 - ii. Total Sick Call visits scheduled
 - iii. Total Intake visits
 - iv. Total Number of no-shows
 - v. Percentage of no-show visits
 - vi. Total number of refusals
 - vii. Percentage of refusals
 - viii. Total hours worked per site by each job description; DMD, DA, RDH

3.1.11.5 QUARTERLY

The Contractor upon request will provide to the State Contract Manager, periodic reports, at least quarterly, detailing the status of NCCHC schedules of visits, accreditation maintenance, and corrective plans. The Contractor shall also provide to the State Contract Manager reports as requested from time to time detailing the progress toward achieving any other accreditation sought

by the NJJC.

The Contractor may make recommendations to the Pharmacy and Therapeutic Committee meeting a minimum of four (4) times per year.

3.1.10.6 OTHER

- a. Reportable Diseases - Requirements for reporting diseases to the NJDHSS and other administrative agencies, shall be reported to the State Contract Manager and the JJC Health & Safety Officer. The Contractor shall comply with these requirements as applicable.
- b. Regulatory Agency Reports - All citations from outside regulatory agencies shall be reported to the State Contract Manager upon occurrence. These agencies include, but are not limited to, OSHA, PEOSHA, any federal or State of New Jersey regulatory agency, or NJDOC.

3.1.11.7 RECORDS OTHER THAN MEDICAL

The Contractor staff will have access to residents' records on a need-to-know basis. Unless otherwise determined by the NJJC Superintendent, they will not have access to NJJC investigative reports, except for such reports generated and provided by the NJJC for the purpose of quality assurance and risk management.

3.1.11.8 CONFIDENTIALITY

The Contractor shall comply with all confidentiality provisions applicable to residents' medical records. The Contractor shall not be required to make any report or keep any record which would either (i) breach a confidentiality requirement or (ii) constitute waiver of any privilege that the vendor) employee may have, such as an attorney-client or peer review privilege. If necessary to protect the confidentiality of medical records, the Contractor may redact residents' medical records to delete identifying information in connection with submission of such reports, except for submission of reports to the NJJC. In addition, The Contractor shall comply with the confidentiality provisions set forth in N.J.A.C. 13:95 and 13:01.

3.1.12 GENERAL SUPPORT

NJJC will provide the Contractor with office space, desks, chairs, and for the supervisors, lockable filing cabinets, within Facilities as designated by NJJC, access to sufficient computers to permit all medical staff to be able to review and document care and treatment within the Electronic Medical Record, and utilities to enable the Contractor to perform its obligations and duties under the Agreement.

The Contractor may use current existing NJJC office equipment and supplies already in place at the designated facilities. The Contractor shall accept such equipment in as-is condition at the commencement of the Agreement and shall be responsible for maintenance, repair, supplies and replacement when necessary and for payments to providers.

NJJC will provide security staff for off-site supervision and most transportation (except for emergency care transportation of residents for medical services as described in Emergency Care section).

NJJJC will provide security staff for off-site supervision and transportation of residents for health services,

NJJJC will provide the appropriate level of security as determined by the NJJJC Facility Administrator for the clinic/infirmarary area and for the hospitals.

NJJJC will provide housekeeping, house cleaning, and laundry services, as well as residents' personal hygiene items, as currently provided at each Facility.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

Proposals including supplemental terms and conditions may be accepted, but supplemental terms or conditions that conflict with those contained in this RFP or the State's Standard Terms and Conditions, as may be amended by addenda to the RFP, or that diminish the NJJJC's rights under any contract resulting from the RFP will be considered null and void. The NJJJC is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. If prior to Notice of Intent to Award, the Division notifies the Bidder of any such term or condition and the conflict it poses, the NJJJC may require the Bidder to either withdraw it or withdraw its proposal. After award of contract:

- a. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b. If the result of the application of a supplemental term or condition included in the proposal would diminish the State's rights, the supplemental term or condition will be considered null and void.

The Bidder is advised to thoroughly read and follow all instructions contained in this RFP in preparing and submitting its proposal.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

To be considered, a proposal must arrive at the NJJJC in accordance with the instructions contained in RFP Section 1.3.2. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL NAME AND THE FINAL PROPOSAL SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 SUBMISSION INSTRUCTION

4.3.1 SUBMISSION OF PROPOSAL

The Bidder must submit the following proposal copies:

One (1) complete ORIGINAL proposal clearly marked as the “ORIGINAL” proposal.

Five (5) complete and exact copies clearly marked "COPY".

One (1) unbound, complete and exact copy of the original, clearly marked "COPY".

One (1) complete and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on disc (CD or DVD) for redaction.

Copies are necessary in the evaluation of the proposal and for record retention purposes. A Bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The Bidder should make and retain a copy of its proposal.

4.4 PROPOSAL CONTENT

The proposal should be submitted in three (3) separate volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Volume 2

Section 2 - Technical Proposal (Section 4.4.3) – **NOTE: This section of the Bidder’s submission is limited to 25 pages or fewer, with no smaller than a 12-point font.**

Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 3

Section 4 – Price Schedule (Section 4.4.5)

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

4.4.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it follows the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989 and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the Bidder/offeror is automatically certifying that either:

- a. The Bidder has no operations in Northern Ireland; or
- b. The Bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

<http://www.nj.gov/treasury/purchase/forms/MacBridePrinciples.pdf>

4.4.1.2 NO SUBCONTRACTOR CERTIFICATION

For a proposal that does NOT include the use of any Subcontractors, by submitting a proposal in response to this RFP, the Bidder is *automatically* certifying that:

- a. In the event the award is granted to Bidder's firm and the Bidder later determines at any time during the term of the contract to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the Bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of Subcontractors; and
- b. If the contract is a small business subcontracting set-aside, the Bidder certifies that in engaging Subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a proposal in response to this RFP, 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; and
- e. The Bidder, its affiliates, subsidiaries, officers, 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.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

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

By submitting a proposal in response to this RFP, the Bidder is automatically certifying that it has read the guide, understands its provisions, and follows its provisions.

4.4.1.2 NJ STANDARD RFP FORMS

One of the downloadable RFP documents is titled NJ STANDARD RFP FORMS. It is comprised of three separate forms, two (2) of which (Ownership Disclosure and Disclosure of Investment Activities in Iran) discussed below, must be completed, signed, and submitted with the Bidder's proposal. **The Bidder is cautioned that failure to complete, sign and submit either of these two forms will be caused to reject its proposal as non-responsive as noted below.** If the Bidder submits a hard copy proposal, each of the two forms must be physically signed.

If the Bidder is submitting an electronic proposal through the State's e-mail system, there are only two (2) acceptable forms of signature for the two (2) forms:

- a. The Bidder may download the document, physically complete, and sign each form, scan the completed document, and then upload it; or
- b. The Bidder may download the document, type the name of the signatory in the space designated for certification signature in each of the forms and then upload the document.

Note: A Bidder's entry of a Personal Identification Number (PIN) shall not suffice as a certifying signature on the forms comprising the NJ STANDARD RFP FORMS document.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or sole proprietorship, the Bidder must complete and sign the accompanying Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A Bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said Bidder unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the proposal submission deadline for this

procurement. If any ownership change has occurred within the last six months, a new Ownership Disclosure Form must be completed, signed, and submitted with the proposal.

<http://www.nj.gov/treasury/purchase/forms/OwnershipFinal12-14.pdf>

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN form

Pursuant to N.J.S.A. 52:32-58, the Bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said Bidder.

<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

4.4.1.2.3 SUBCONTRACTOR UTILIZATION PLAN

All Bidders intending to use a Subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

<http://www.nj.gov/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf>

4.4.1.3 BID SECURITY

Not applicable to this procurement.

4.4.1.4 PRICING

The Bidder must submit its pricing on the NJJC supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any Bidder, inclusive of any named Subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Bidder’s early attention to this requirement is highly recommended. The Bidder and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Bidder receiving a contract award because of this procurement and any Subcontractors named by that Bidder will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed contract, inclusive of any contract extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Actions Involving Bidder Form, one (1) of the three (3) forms in the downloadable RFP documents titled NJ STANDARD RFP FORMS with its proposal, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the proposal, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the proposal non-responsive.

<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf>

4.4.2.3 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the Bidder is required to submit a completed source disclosure form. The Bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

<http://www.nj.gov/treasury/purchase/forms/SourceDisclosureCertification.pdf>

4.4.3 TECHNICAL PROPOSAL

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0.

Note: Quotes submitted with any material terms that conflict with the RFQ/RFP terms, the New Jersey Standard Terms and Conditions, which is specifically incorporated in this RFQ/RFP may be deemed non-responsive. All exceptions should be included in the Q&A period.

The Bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should minimally contain the information identified below.

4.4.3.1 MANAGEMENT OVERVIEW

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

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

4.4.3.2 CONTRACT MANAGEMENT

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

4.4.3.3 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the Bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award of which is tentatively scheduled for June 1, 2017.

Such mobilization and implementation plan should include the following elements:

- a. A detailed timetable for the mobilization and implementation period as of the tentative start date listed above. This timetable should be designed to demonstrate how the Bidder will have the contract up and operational from the tentative start date.
- b. The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise, and monitor the Bidder's mobilization and implementation of the contract.

NOTE: The Bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

- c. The Bidder's plan for recruitment of staff required to provide all services required by the RFP on the tentative contract start date at the end of the mobilization and implementation period;
- d. The Bidder's plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date; and
- e. The Bidder's plan for the use of Subcontractor(s), if any, on this contract. Emphasis should be on how any Subcontractor identified will be involved in the mobilization and implementation plan.

4.4.3.4 POTENTIAL PROBLEMS

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

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFP. This section of the proposal must minimally contain the information identified below.

4.4.4.1 LOCATION

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

4.4.4.2 ORGANIZATION CHARTS

- a. **Contract-Specific Chart.** The Bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual; and
- b. **Chart for Entire Firm.** The Bidder should include an organization chart showing the Bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Bidder's overall organizational structure.

4.4.4.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- a. The individual's previous experience in completing each similar contract.
- b. Beginning and ending dates for each similar contract.
- c. A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP; and
- d. With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

If applicable, the Bidder should provide detailed resumes for each Subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Bidder submits resumes pursuant to this paragraph, the Bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

The Bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Bidder must hire management, supervisory and/or key personnel if awarded the contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should

show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the Bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

If applicable, the Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's proposal. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE BIDDER

To provide the State with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the contract, the Bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If certified financial statements are not available, the Bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the periods presented in the statements. In addition, the Bidder should submit a bank reference.

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

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

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

4.4.5 PRICE SCHEDULE/SHEET

The Bidder must submit its pricing using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFP. Failure to submit all information required will result in the proposal being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded because of this RFP shall consist of this RFP, addenda to this RFP, the Contractor's proposal, any best and final offer, and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **thirty-six (36) months**. The anticipated "Contract Effective Date" is scheduled for July 1, 2022. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.

The contract may be extended up to **two (2) times at twelve (12) months** each by the mutual written consent of the Contractor and the NJJC 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 twelve (12) months.

5.3 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.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and an authorized member of the NJJC.

5.5 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration

and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, The Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

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 an 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.

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

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

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

5.8 OWNERSHIP OF MATERIAL

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

representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the 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.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the NJJC 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 NJJC 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. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section

5.9.1.1 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 to such order of law. 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, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information.
- g. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) 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 5.9.1.1(e), or if Contractor is unsuccessful in defending its rights as described in Section 5.9.1.1(e), or (iv) 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 5.9.1.1(f), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(f).

5.9.2 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). 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).
 - 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 of 1996 (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, Pub.L.103-322, 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) 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.

5.9.3 SECURITY PLAN

The Contractor must provide a security plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Contractor's security plan must, at a minimum, provide security measures for the following areas:

- a. Facilities Physical Security.
- b. System Security.
- c. System Data Security; and
- d. Administrative and Personnel Security.

The security plan shall provide for review of the Contractor's operations and control system. The Contractor shall have the capability to detect, and report attempted unauthorized entries into the facility and system. All security requirements for the Contractor apply to development, testing, production, and backup systems.

The Contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, The Contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- a. Regulations and security requirements – how the Contractor will address security requirements such as PCI, HIPAA, FISMA etc.
- b. System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and/or operated by the Contractor. Security responsibil-

ities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.

- c. Workforce Security - the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network systems and applications. Identify and define audit controls when employment of the employee terminates.
- d. Role based security access – the products and methods for role based security and access to the Contractor's infrastructure and access to the State's infrastructure.
- e. Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- f. Logging/Auditing controls – the Contractor's audit control methods and requirements.
- g. Incident Management – the methods for detecting, reporting, and responding to an incident, vulnerabilities, and threats.
- h. Vulnerability / Security Assessment – the products and methods used for scanning Contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- i. Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- j. Firewall – the products and methods for firewall control process and intrusion detection methodology.
- k. Database – the products and methods for safeguarding the database(s);
- l. Server and infrastructure – the products and methods for "hardening" of the hardware operating systems.
- m. Transmission - the products and methods on how its system addresses security measures regarding communication transmission access and message validation; and
- n. Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

The Contractor shall not use NJJC'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 NJJC.

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the NJJC 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 NJJC.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the NJJC may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, 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 NJJC 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.

5.14 LATE DELIVERY

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

Late delivery will harm the State, but it is difficult to quantify. If the Contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the Contractor agrees to be liable to the State for the sums indicated in the Liquidated Damages chart below. Such sum shall be treated as liquidated damages and not as penalty.

Liquidated Damages

<u>Category</u>	<u>Standard</u>	Liqui- dated Dam- ages Amount	Measure- ment / Pay- ment Schedule
<u>3.1.5.2 (b)</u>	Intake Dental Assessment is completed within 7 days (Threshold 97%)	\$100.	Measured Daily and Assessed Monthly
<u>3.1.8 (g) (i)</u> <u>3.1.10.1 (e)</u>	To provide residents with an Annual Recall Examination, Prophylaxis, Oral Hygiene Instructions and Smoking Cessation Instructions within 30 days. (Threshold 97%)	\$100.	Measured Daily and

			Assessed Monthly
<u>3.1.5.3</u>	To ensure that Class I residents (Needing Extraction) are scheduled, and the Corresponding appointments shall be within 14-21 days of the resident's Initial Comprehensive Dental Examination, last clinical treatment, last clinical examination, or initial requests. (Threshold 97%)	\$100.	Measured Daily and Assessed Monthly
<u>3.1.5.3</u>	To ensure that Class II residents (Needing Restoration) are scheduled, and the corresponding appointments shall be within 14-21 days of the resident's Initial Comprehensive Dental Examination, last clinical treatment, last clinical examination, or initial requests. (Threshold 97%)	\$100.	Measured Daily and Assessed Monthly
<u>3.1.10.1 (e)</u>	To ensure that residents needing Oral Surgery procedures are evaluated and scheduled within 30 days from the consult review and approval date and are rescheduled for follow up within 7 days. (Threshold 97%)	\$100.	Measured Daily and Assessed Monthly
<u>3.1.5.4</u>	To ensure that Dental Sick Calls are completed within 48 hours for the male residents and 5 days for the female residents. (Threshold 97%)	\$100.	Measured Daily and Assessed Monthly
<u>3.1.10.1 (e)</u>	To ensure that Initial Dental Examination, Dental Prophylaxis and Panorex are completed on New Admissions / Parole Violators within 7 days of admission. (Threshold 97%)	\$100.	Measured Daily and Assessed Monthly
<u>3.1.10.1 (e)</u>	To ensure that Residents returning from the Program are seen within 14 days of re-admission. (Threshold 97%)	\$100.	Measured Daily and Assessed Monthly

Residents shall be provided semi-annual re-call examinations, oral hygiene instruction and smoking cessation within 14 days of NJJC date of admission.

Residents needing extractions (Class 1) shall be scheduled and the corresponding appointments shall be made within 14-21 days of the resident's initial comprehensive dental examination, last clinical treatment, last clinical examination, or initial requests.

Residents needing restoration (Class II) shall be scheduled and the and the corresponding appointments shall be made within 14-21 days of the resident's initial comprehensive dental examination, last clinical treatment, last clinical examination, or initial requests.

Oral Surgery procedures are evaluated and scheduled within 30 days from the date of consult.

Residents requiring dentures and denture repairs shall be completed within 60 days of impression.

Spore testing shall be conducted and documented on each individual sterilizer on a weekly basis.

5.15 RETAINAGE

The amount of retainage is noted on the RFP Signatory Page accompanying this RFP. The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the Contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the Contractor.

5.16 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 NJJC.

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. The Hourly Rates shall be consistent with those proposed in the budget. 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 to NJJC Management for written approval. Complete documentation from NJJC, confirming the need for the additional work, must be included in the Contractor's proposal.

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

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

5.17.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is supplemented with the following:

4.1 Indemnification

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the contract, for all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

- a. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred

from the work or materials supplied by the Contractor under the contract caused by negligence or willful misconduct of the Contractor.

- b. The Contractor's breach of its obligations of confidentiality; and,
- c. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

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

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

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

5.18 ACCESSIBILITY COMPLIANCE

The Contractor shall abide by the State's website standards and guidelines which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web-based systems. The standards can be located at the following links:

- a. http://nj.gov/it/ps/07-12-NJOIT_web_accessibility_policy.pdf; and
- b. http://www.state.nj.us/it/ps/Web_Site_Standards_Guidelines.pdf.

5.19 CONTRACT ACTIVITY REPORT

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division 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.

Contractors must submit the required information in Microsoft Excel format.

5.20 ELECTRONIC PAYMENTS

With the award of this contract, the successful Contractor(s) will be required to receive their payment(s) electronically. To receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-

984-5210. To assist in identifying payments, the State offers Contractor's access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

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

- a. the requirement is not mandated by law.
- b. all the otherwise responsive proposals failed to meet the requirement; and
- c. in the sole discretion of the NJJC, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 NJJC'S RIGHT OF FINAL proposal ACCEPTANCE

The NJJC reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The NJJC shall have authority to award orders or contracts to the Bidder or Bidders best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The NJJC reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the contract.

The NJJC may also consult with clients of the Bidder during the evaluation of proposals. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The NJJC reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the Bidder's financial capabilities to perform the contract. Further, the NJJC reserves the right to request a Bidder to explain, in detail, how the proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of the NJJC. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

After the proposals are reviewed, one, some or all the Bidders 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.

The Bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the NJJC's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its proposal. Action by the NJJC in this regard should not be construed to imply acceptance or rejection of a proposal. The NJJC will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

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

6.7.1 TECHNICAL EVALUATION CRITERIA

- a. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP; and
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The Bidder's demonstration in the proposal that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract.

6.7.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, Bidders will be ranked according to the total proposal price located on the Price Sheet/Schedule accompanying this RFP.

6.7.3 PROPOSAL DISCREPANCIES

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.

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the NJJC management for award the responsible Bidder(s) whose proposal, conforming to this RFP, is most advantageous to the NJJC, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the NJJC. The NJJC may accept, reject, or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the NJJC reserves the right to negotiate price reductions with the selected Bidder.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the Division may enter negotiations with one Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the NJJC's ability to obtain the best value based on the requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple Bidders. Negotiations will be structured by the NJJC to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the NJJC may invite one Bidder or multiple Bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the Bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Bidder(s). The NJJC may conduct more than one round of negotiation and/or BAFO to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the NJJC will recommend, to NJJC management, the responsible Bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The NJJC may accept, reject, or modify the recommendation of the Division. The NJJC may initiate additional negotiation or BAFO procedures with the selected Bidder(s).

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Bidder.

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

NOTE: As the NJJC contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each Bidder will be publicly announced at the proposal submission opening.

6.9 COMPLAINTS

A Bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued because of this RFP.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008)

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

- b. Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. **FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

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

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the Contractor or Subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, The Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible Bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

9.0 PRICE SCHEDULE

The Bidder shall submit its pricing using the format set forth in the NJJC-supplied price sheet/schedule(s) accompanying this RFP (see below). Failure to submit all information required will result in the proposal being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of contract.

The Price Schedule included below shall represent the cost of the contract for the entire five (5) year

period. The pricing is a firm fixed price; therefore, there shall be no additional charges for direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs.

The Price Schedule must be completed in full, or your proposal may be considered to be non-responsive.

The Bidder shall provide an annual budget for all activities presented within the RFP. The budget shall include a break-out of services and projected hours for each activity based on the labor categories and all-inclusive hourly rates provided with the bid proposal. The budget shall equal the five (5) year total of the proposal and shall include all-inclusive hourly rates which shall be used to determine the Daily Cost (DC) and the other categories (columns) in the Price Schedule.

Based on the Monthly Reports provided in RFP Section 1.2, the Bidder shall propose a mixture of staff that will meet the resident’s dental requirements in the most cost-effective and efficient way possible based on the Facility’s needs. The Bidder should consider all possible staffing options when reviewing the procedures performed and the frequency at which they are performed.

Price Sheet Instructions:

- a. Calculate the Monthly Cost (MC) using the instructions under the column header.
- b. Calculate the Annual Cost (AC) using the instructions under the column header.
- c. Sum the Annual Cost (AC) of Jamesburg, NJ and Bordentown, NJ in the appropriate Sub-Total Box; and
- d. The “Total – Year 1” shall be the sum of Sub-Total – Jamesburg, NJ, and Sub-Total - Bordentown, NJ

Dental Healthcare Request for Proposal (RFP)

-Price Schedule-

PART 1 (Pricing to be Ranked)

YEAR 1

Jamesburg, NJ (NJTS)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (DC x MC)
	1	Dental Asst.	\$		\$	\$
	2	Dental Asst.	\$		\$	\$
	3	Dental Hygienist	\$		\$	\$
	4	Dental Hygienist	\$		\$	\$

	5	Dentist	\$		\$	\$
	6		\$		\$	\$
List addl.	7		\$		\$	\$
Staff here	8		\$		\$	\$
If needed	9		\$		\$	\$
	10		\$		\$	\$
	11		\$		\$	\$
Sub-Total – Jamesburg, NJ						\$

Bordentown, NJ (JMSF)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (MC x 12)
	12	Dental Asst.	\$		\$	\$
	13	Dental Asst.	\$		\$	\$
	14	Dental Hygienist	\$		\$	\$
	15	Dental Hygienist	\$		\$	\$
	16	Dentist	\$		\$	\$
	17		\$		\$	\$
List addl.	18		\$		\$	\$
Staff here	19		\$		\$	\$
If needed	20		\$		\$	\$
	21		\$		\$	\$
	22		\$		\$	\$
Sub-Total – Bordentown, NJ						\$

TOTAL – YEAR 1	\$
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YEAR 2

Jamesburg, NJ (NJTS)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (DC x MC)
	23	Dental Asst.	\$		\$	\$
	24	Dental Asst.	\$		\$	\$
	25	Dental Hygienist	\$		\$	\$
	26	Dental Hygienist	\$		\$	\$
	27	Dentist	\$		\$	\$
	28		\$		\$	\$
List addl.	29		\$		\$	\$
Staff here	30		\$		\$	\$
If needed	31		\$		\$	\$
	32		\$		\$	\$
	33		\$		\$	\$
Sub-Total – Jamesburg, NJ						\$

Bordentown, NJ (JMSE)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (MC x 12)
	34	Dental Asst.	\$		\$	\$
	35	Dental Asst.	\$		\$	\$
	36	Dental Hygienist	\$		\$	\$
	37	Dental Hygienist	\$		\$	\$
	38	Dentist	\$		\$	\$
	39		\$		\$	\$
List addl.	40		\$		\$	\$
Staff here	41		\$		\$	\$
If needed	42		\$		\$	\$
	43		\$		\$	\$
	44		\$		\$	\$
Sub-Total – Bordentown, NJ						\$

TOTAL – YEAR 2	\$
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YEAR 3

Jamesburg, NJ (NJTS)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (DC x MC)
	45	Dental Asst.	\$		\$	\$
	46	Dental Asst.	\$		\$	\$
	47	Dental Hygienist	\$		\$	\$
	48	Dental Hygienist	\$		\$	\$
	49	Dentist	\$		\$	\$
	50		\$		\$	\$
List addl.	51		\$		\$	\$
Staff here	52		\$		\$	\$
If needed	53		\$		\$	\$
	54		\$		\$	\$
	55		\$		\$	\$
Sub-Total – Jamesburg, NJ						\$

Bordentown, NJ (JMSE)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (MC x 12)
	56	Dental Asst.	\$		\$	\$
	57	Dental Asst.	\$		\$	\$
	58	Dental Hygienist	\$		\$	\$
	59	Dental Hygienist	\$		\$	\$
	60	Dentist	\$		\$	\$
	61		\$		\$	\$
List addl.	62		\$		\$	\$
Staff here	63		\$		\$	\$
If needed	64		\$		\$	\$
	65		\$		\$	\$
	66		\$		\$	\$
Sub-Total – Bordentown, NJ						\$

TOTAL – YEAR 3	\$
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YEAR 4

Jamesburg, NJ (NJTS)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (DC x MC)
	67	Dental Asst.	\$		\$	\$
	68	Dental Asst.	\$		\$	\$
	69	Dental Hygienist	\$		\$	\$
	70	Dental Hygienist	\$		\$	\$
	71	Dentist	\$		\$	\$
	72		\$		\$	\$
List addl.	73		\$		\$	\$
Staff here	74		\$		\$	\$
If needed	75		\$		\$	\$
	76		\$		\$	\$
	77		\$		\$	\$
Sub-Total – Jamesburg, NJ						\$

Bordentown, NJ (JMSF)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (MC x 12)
	78	Dental Asst.	\$		\$	\$
	79	Dental Asst.	\$		\$	\$
	80	Dental Hygienist	\$		\$	\$
	81	Dental Hygienist	\$		\$	\$
	82	Dentist	\$		\$	\$
	83		\$		\$	\$
List addl.	84		\$		\$	\$
Staff here	85		\$		\$	\$
If needed	86		\$		\$	\$
	87		\$		\$	\$
	88		\$		\$	\$
Sub-Total – Bordentown, NJ						\$

TOTAL – YEAR 4	\$
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YEAR 5

Jamesburg, NJ (NJTS)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (DC x MC)
	89	Dental Asst.	\$		\$	\$
	90	Dental Asst.	\$		\$	\$
	91	Dental Hygienist	\$		\$	\$
	92	Dental Hygienist	\$		\$	\$
	93	Dentist	\$		\$	\$
	94		\$		\$	\$
List addl.	95		\$		\$	\$
Staff here	96		\$		\$	\$
If needed	97		\$		\$	\$
	98		\$		\$	\$
	99		\$		\$	\$
Sub-Total – Jamesburg, NJ						\$

Bordentown, NJ (JMSE)

	Price Line #	Professional Staff Position	Daily Cost (DC)	Days/Week (DPW)	Monthly Cost (MC) (DC x DPW)	Annual Cost (AC) (MC x 12)
	100	Dental Asst.	\$		\$	\$
	101	Dental Asst.	\$		\$	\$
	102	Dental Hygienist	\$		\$	\$
	103	Dental Hygienist	\$		\$	\$
	104	Dentist	\$		\$	\$
	105		\$		\$	\$
List addl.	106		\$		\$	\$
Staff here	107		\$		\$	\$
If needed	108		\$		\$	\$
	109		\$		\$	\$
	110		\$		\$	\$
Sub-Total – Bordentown, NJ						\$

TOTAL – YEAR 5	\$
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PRICING SUMMARY:

TOTAL – YEAR 1	\$
TOTAL – YEAR 2	\$
TOTAL – YEAR 3	\$
TOTAL – YEAR 4	\$
TOTAL – YEAR 5	\$
TOTAL – YEARS 1 - 5	\$

Dental Healthcare Request for Proposal (RFP)
-Price Schedule-

PART 2 (Pricing Not Being Ranked)

PASS-THROUGH PRICE LINES:

Price Line	Description of Services	Amount
111	Pass-through for Dental Specialist and Other Service Providers – Year 1	\$
112	Pass-through for Dental Specialist and Other Service Providers – Year 2	\$
113	Pass-through for Dental Specialist and Other Service Providers – Year 3	\$
114	Pass-through for Dental Specialist and Other Service Providers – Year 4	\$
115	Pass-through for Dental Specialist and Other Service Providers – Year 5	\$

*** Pass-through price lines are not considered part of the overall pricing and shall not be considered in the pricing evaluation. The contractor shall submit actual invoices for reimbursement of Dental Specialists and Other Service Providers. NJJC will consider no mark-up as part of the pass-through billing.**

Dental Healthcare Request for Proposal (RFP)
 -Price Schedule-

Price Line	Description of Services	Amount
116	Pass-through for Medical Pharmacy Services Reimbursement – Year 1	\$
117	Pass-through for Medical Pharmacy Services Reimbursement – Year 2	\$
118	Pass-through for Medical Pharmacy Services Reimbursement – Year 3	\$
119	Pass-through for Medical Pharmacy Services Reimbursement – Year 4	\$
120	Pass-through for Medical Pharmacy Services Reimbursement – Year 5	\$

*** Pass-through price lines are not considered part of the overall pricing and shall not be considered in the pricing evaluation. The contractor shall submit actual invoices for reimbursement for Medical Pharmacy Services. NJJC will consider no mark-up as part of the pass-through billing.**

I. FORMS, REGISTRATIONS, AND CERTIFICATIONS, if selected

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

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

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

PLEASE NOTE: In accordance with the Commission's policies and procedures, all selected vendors will be subject to the following background checks and must satisfactorily pass all checks prior to the award of the contract:

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

In addition, selected contractors will be required to attend a formal training session under the Commission's policy enforcing the Federal Prison Rape Elimination Act, 34 U.S.C. § 30301 to 30309. (PREA).

II. ADDITIONAL INFORMATION

1. 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 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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

7. 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.

8. 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.

9. 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.

10. 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 as determined by the Commission

11. PRECEDENCE OF JUVENILE JUSTICE COMMISSION STANDARD LANGUAGE DOCUMENT

The contract awarded because of this RFP shall consist of this RFP, 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 "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) The 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 Juvenile Justice Commission Standard Language Document shall prevail over any other terms not otherwise amended by written agreement signed by the parties.

12. 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.

13. 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.

14. 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. 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 (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.

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). 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).

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 -55, 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 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) 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 after 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.

XI. EXHIBITS