



## Request for Proposal (RFP)

### JJC Bid #: Graphic Design - 2022 For: Principles of Graphic Design Program

Event	Date	Time
<b>Questions and/or Request for Clarifications Due Date.</b> Answers and/Clarifications will be provided at the mandatory Bidder's Conference	5/30/22	5:00 pm
<b>Mandatory Bidders Conference (Only required to attend one of the two dates.)</b> (Refer to <u>RFP Section V</u> )	5/31/22 6/13/22	1:00 pm 10:00 am
<b>Mandatory Interview</b> (Refer to <u>RFP Section VIII</u> )	8/29/2022	TBD w/applicant
<b>Proposal Submission Date</b> (Refer to <u>RFP Section VIII</u> )	7/25/22	3:00 pm

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

#### RFP Issued By

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

Date: 6/01/2022

**TABLE OF CONTENTS**

I.	Purpose and Intent.....	3
II.	Background.....	5
III.	Definitions.....	6
IV.	Scope of Work... ..	6
	• Entity’s Capacity	
	• Goals and Objectives	
	• Project Description	
	• Project Evaluation	
	• Budget with Narrative	
V.	Bidders Conference.....	11
VI.	Contract Term Period.....	11
VII.	Contract Transition .....	11
VIII.	Submission of Proposal.....	11
IX.	Forms, Registration, and Certification.....	12
X.	Questions and/or Request for Clarification.....	13
XI.	Additional Information... ..	14
	1. Right to Waive	
	2. Clarification of Proposal and/or Oral Presentation	
	3. Contents of Proposal	
	4. Price Alteration in Hard Copy Proposals	
	5. Withdraw Bid/Proposals	
	6. Conflicts of Interest	
	7. Joint Venture	
	8. New Jersey Business Ethics Guide	
	9. Non-Collusion	
	10. Disaster Plan	

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

## **I. PURPOSE AND INTENT**

The Juvenile Justice Commission (Commission) is working to implement a multi-faceted Digital Literacy and Graphic Design program for youth in the care and custody of the Commission. The purpose of this Request For Proposals (RFP) is to solicit proposals from individuals, agencies, schools, or business entities to implement a specific component of the overall program: the Principles of Graphic Design Program. The program will 1) implement the Ricoh Principles of Graphic Design curriculum, 2) provide additional skill-based lessons in graphic design, 3) assist students in obtaining related certifications, 4) provide students with information regarding employment and career opportunities available to the those with certifications in Graphic Design, and 5) help students develop the collaborative, communication, and problem-solving skills needed to be successful in the field.

Graphic Design is a broad-based career which uses visual media to communicate information and ideas. The media is diverse and can be in the form of print media, such as brochures, magazines, posters and print publications. It can also include digital media such as apps or websites, or can be physical media such as coffee mugs, tee shirts, murals or set designs. Although the print, digital, and physical media products are very different, they are all based upon the same basic principles of graphic design.

There is a myriad of benefits to selecting Graphic Design as a career path. Businesses will always need graphic designers since technologies, even robotics, cannot replace the creative elements required. Graphic designers can select from a long list of specialty areas and have many options for choosing a work environment that range from large industries to independent entrepreneurs. Since the technology is always expanding and improving, the jobs are dynamic and continuously engaging. Graphic designers even have an opportunity to see their work in print ads, billboards, logos, or lights. Graphic designers can continue to develop skills in a singular specialty or branch out to other areas; for instance, a web designer may decide to branch out to become a game designer.

The Commission is requesting proposals from bidders that will provide entry level skill training in basic design principles and will position Commission students on a graphic design career pathway leading to in-demand, high-skill, high-paying jobs. This program must minimally utilize Ricoh's "Principles of Graphic Design" curriculum and provide hands-on training to students on the Ricoh Direct to Garment (DTG) printer and the Xante-33 printer. These printers are located, and the program is to be offered at, Warren Residential Community Home, 509 Brass Castle Road, Oxford, NJ; Ocean Residential Community Home, 1 Game Farm Road, Forked River, NJ; and Vineland Preparatory Academy, 2000 Maple Avenue, Vineland, NJ. This program will be made available to high school students and graduates.

The contractor must be proficient in Ricoh's Principles of Graphic Design curriculum and certifications, or must become proficient within two months of being awarded the contract.

This introductory program entitled "Principles of Graphic Design" will accomplish the following objectives.

1. Inform students as to the powerful and all-encompassing role of graphic design in the marketplace.
2. Demonstrate the major work options available to the graphic designer, including: (1) freelance design; (2) industry design in marketing and advertising; (3) specialized design, such as motion design, web design, game design, packaging design, digital design, and fashion design, (4) design entrepreneurs, and (5) design teachers.
3. Provide appropriate, interactive, industry-recognized, and skill-based lessons, using, at a minimum, Ricoh's Principles of Graphic Design curriculum, and covering:
  - Visual composition and layout
  - Topography, small space ads, elements of design
  - Strategic Design
  - Color Theory
  - Creative Software Skills
4. Integrate extensive hands-on activities throughout the program using scanners, computers, printers, and other industry equipment found in the graphics industry, including the use of the Ricoh DTG Printer and the Xante-33 Printer.
5. Instruct students regarding how to troubleshoot typical problems that occur when using digital equipment and devices.
6. Produce tangible work products, such as posters, flyers, announcements, mugs, and t-shirts.
7. Instruct students in the development and presentation of their personal Graphic Design Portfolio, which can be presented at job interviews.

The anticipated outcomes of the Principles of Graphics Design program are:

1. Students are knowledgeable about the graphics design industry, its benefits, job title diversity, options for work environments, education/training requirements, and salary progressions.
2. Students have developed a higher level of communication, collaboration, and problem-solving skills and are able to participate as a contributing team member in the resolution of simulated problem-solving activities.
3. Students satisfactorily completed Ricoh's Principles of Graphic Design course and scored a passing grade.

4. Students obtain Ricoh certifications within five specific areas of Graphic Design (design, fonts, color, databases, and printing), and any additional certifications offered by the successful bidder.
5. Students are able to demonstrate their ability to utilize computers, scanners, and printers to develop print media and physical graphics design products, such as t-shirts, coffee mugs, golf balls, and other items.
6. Students have prepared a portfolio of graphic design work accomplished during the program.

The contractor will be responsible to provide properly certified instructors and learning materials.

The intent of this RFP is to award a contract of up to \$160,000 (up to \$80,000 per year) for a twenty-four-month period, based upon the availability of funds, to the responsible bidder whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Commission to be in the State's best interest.

The New Jersey Standard Terms and Conditions is the first and prevailing document to apply to all contracts or purchase agreements, entered into with the Commission. If further ambiguity remains that the New Jersey Standard Terms and Conditions has not resolved, then the Commission's Standard Language Document will next apply in addition to the New Jersey Standard Terms and Conditions. These terms are in addition to the terms and conditions set forth in this RFP and should be read in addition to and in conjunction with them.

## **II. BACKGROUND**

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

Appropriate career training programs are required for Commission youth to successfully transition to their communities. The Commission seeks to strengthen post-secondary education

and career/job skills development and credentialing opportunities for youth. It is the goal of the Commission to make these transitions as smooth as possible by offering industry-quality career training along with hands-on experience that will help students transition to community agencies, employers, and education programs.

During the last year, the Commission performed a market analysis and directed career assessments and exploration programs for its students. Digital Literacy – Graphics Design was one of three areas selected as priorities for career training for students.

### **III. DEFINITIONS**

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

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

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

School - State approved universities, colleges, and trade schools.

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

The Commission seeks a contractor who will implement one component of the Commission’s multi-faceted Digital Literacy and Graphic Design program at three Commission Residential Community Homes: Warren Residential Community Home, 509 Brass Castle Road, Oxford, NJ; Ocean Residential Community Home, 1 Game Farm Road, Forked River, NJ; and Vineland Preparatory Academy, 2000 Maple Avenue, Vineland, NJ.

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

Upon initiation of the contract period, the Commission will develop a list of students who are interested in and eligible for the Graphic Design program and the Residential Community Home where each resident is located. This list, along with academic transcripts, will be presented to the contractor.

The contractor should also have the capacity to provide services by teleconferencing/video (telecommunication) when necessary or as requested by the Commission. It is expected that the contractor will work collaboratively and in concert with the Commission and in accordance with all applicable laws, regulations, policies, and Executive Orders related to COVID-19.

**Eligible to Apply:** Accredited colleges, universities, Institutions of Higher Education, individuals, businesses and agencies.

A contractor is sought who will:

- A. Work cooperatively and in concert with the Commission's administration and staff.
- B. Provide a Principles of Graphic Design program, as described in the sections above, and which is aligned with the learning needs and achievement levels of students between the ages of 16 and 25, who reside within the Warren, Ocean, and Vineland Preparatory Academy Residential Community Homes.
- C. Facilitate the student's course completion and achievement of Graphic Design certifications within five specific areas of Graphics Design (design, fonts, color, databases, and printing) and train students on the proper use of the Ricoh DTG printer and the Xante-32 printer located at the Residential Community Homes.
- D. Ensure certified instructors provide workshops, interactive discussions, and hands on training to engage youth; equipment used must include but is not limited to the Graphic Design equipment purchased by the Commission. In addition, students must create and develop tangible and merchandisable products using the equipment and printers.
- E. Provide New Jersey State approved or accredited Graphic Design programs, to ensure that student credits are transferable to other approved or accredited New Jersey State Graphic Design programs.
- F. Provide services in person at Warren Residential Community Home, Ocean Residential Community Home, and Vineland Preparatory Academy and when required by the Commission, by video/telecommunication utilizing all available platforms.
- G. Submit required monthly programmatic and fiscal reports to the Commission's Office of Education. This report shall include, but not be limited to, the following information: student attendance in scheduled classes; behavior while in attendance; summary reports of class observations and test scores; areas in which students may require supplemental assistance; and overall growth or progress toward the accomplishment of the program objectives.

In response to this RFP, the applicant will provide the following information using the section and subsection headers in bold below.

- **Entity's Capacity (20 points):** Introduce the entity that will provide the requested services. Describe the entity and its current mission and vision. Describe the entity's experience implementing Ricoh's Principles of Graphic Design curriculum and other graphic design programs, and working with the Ricoh DTG Printer and the Xante-32 Printer. Describe any experience the entity has working with youth who have been adjudicated delinquent or incarcerated or with adult or underserved populations who have experienced involvement with the criminal justice system.
- **Goals and Objectives (10 points):** State the goal of the proposal, including its intent to implement a Graphic Design Program, to include Ricoh's Principles of Graphic Design curriculum. Identify the specific quantifiable and measurable objectives that will be



implemented to accomplish the stated goal. (Refer to the information described on pages 4, 5, and 7 above for expected objectives and outcomes.)

- **Program Description (40 points):** The contractor is expected to implement a Graphic Design Program, to include Ricoh’s Principles of Graphic Design curriculum. Other lesson plans and materials will be required to achieve the additional objectives discussed earlier. Describe in detail the activities that will be implemented in each of the areas below. Identify any partners or collaborators that will be involved in each component and include a letter of support from any identified collaborators.
  - **Planning Process.** Describe the planning process and complete Attachment 2, Timeline. As part of the initial and ongoing planning of the project, the contractor should expect to participate in planning meetings with Commission staff to discuss plans, monitor progress, and provide feedback.
  - **Graphic Design Course Content**
    1. Describe how you intend to implement Ricoh’s Principles of Graphic Design curriculum, including how you will ensure an interactive and hands-on learning experience.
    2. Describe any additional interactive, industry-relevant, and skill-based lessons the program will provide in:
      - Visual Composition and Layout
      - Topography, small space ads, elements of design
      - Strategic Design
      - Color Theory
      - Creative Software Skills
    3. Describe lesson plans for providing students with information regarding employment and career opportunities in the field of Graphic Design.
    4. Describe how lessons will be designed to help students develop the collaborative, communication, and problem-solving skills needed to be successful in the field.
    5. Describe any additional equipment that you will use to implement the program and how that equipment helps achieve the program’s objectives.
  - **Anticipated Schedule/Logistics**
    1. Provide the anticipated number of days in a week your program will take place and the number of hours each day, etc. Include whether you intend to implement the program simultaneously at all three Residential Community Homes (e.g., teach at one location Monday, one Tuesday, one Wednesday, etc.), or whether you intend to implement the program continuously at a single RCH before moving on to the next location.
    2. Describe any flexibility you have to adapt the model described in 1. above to the schedules in place at the Residential Community Homes.

3. Describe the program duration. Include the number of hours of instruction provided to each youth and, based on the model described in 1. above, how many weeks it will take youth to complete the program.
  4. Provide a detailed description of program staff and providers and describe their duties as they relate to this program. Proposals must include the résumés of staff and consultants who will be funded under this contract.
  5. Describe whether and how the bidder incorporates internships and/or other opportunities for students to gain real world experience.
  6. Describe the types of documents, work samples, and products to be produced through the program by youth that will support youth as they work to obtain entry level employment in the graphic design field.
  7. Does your program provide industry recognized certifications in Graphic Design? If so, please, describe.
  8. Does your program offer a New Jersey State approved or accredited Graphic Design program, to ensure that student credits are transferable to other approved or accredited New Jersey State Graphic Design programs? If so, please describe.
- o **Level of Service.** Each classroom will hold between 8 to 12 students maximum. Describe the anticipated number of Commission youth to whom services can be provided annually and at any given time. Include the number of direct service hours provided to an individual youth over the duration of the program and convert to a total number of projected service hours that will be provided annually through the program based on the projected number of youths served and the length of the program.
  - o **Community Resources.** Describe whether and how your program will utilize resources in the community to support youth transitioning home to the community in terms of employment opportunities in Graphic Design and further Graphic Design training placement.
- **Program Evaluation (15 points).** Describe the targeted outcomes for your Graphic Design program and a clear and achievable evaluation plan for measuring those outcomes. At a minimum, the plan must include an evaluation of the following outcomes: a) youth knowledge and skills gained through participation in program components, which may include but is not limited to, reporting the number/percentage of youth who pass each test and who achieve the Ricoh's "Graphic Design Curriculum" certifications and other certifications offered through the contractor's program; and b) youth satisfaction with services delivered. Identify other outcomes your program intends to and is equipped to measure, including measures of access to community resources, employment opportunities, and advanced training opportunities. Describe the methods that will be used to measure the identified outcomes. Include any surveys, interview protocols, or other measurement tools that will be used in the evaluation, if applicable.

- **Budget with Narrative: (15 points).**

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

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

- A. Personnel (Salaries and Wages).
  - Include in the calculation the number of service hours to be provided under each area described earlier (planning, graphic design program content/structure and level of service).
- B. Consultants & Professional Fees (for individuals with whom the individual/agency/school/business entity will subcontract for services). Fees are to be reasonable and consistent with that paid for similar services in the marketplace.
  - Include in the calculation the number of service hours to be provided
- C. Materials and Supplies (Consumable Supplies and Food).
- D. Facility Costs.
- E. Other (Travel and Transportation, miscellaneous costs not provided for in other categories or subcategories. Please note, consultant and staff mileage reimbursement is limited to the current allowable state rate of \$.35 per mile).
- F. General and Administrative Costs (limited to 10% of the total costs charged to the contract).

**The following costs are not allowable:**

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

In the event in person services are not able to be provided as determined by the

Commission, services shall be provided by telecommunication. If the Commission determines it is necessary to provide services via telecommunication, telecommunication services will be provided under the supervision of the Commission, until the Commission approves the Contractor to resume in person services. Therefore, the proposal should reflect a separate price for services provided by telecommunication and for services provided in-person, if the prices are different.

**V. BIDDERS CONFERENCE**

In an effort to assist Bidders in applying for these funds, a Bidders conference will be held by telecommunication on **5/31/2022 at 1:00 PM and 6/13/2022 at 10:00 am. The Bidder's conference is mandatory (Applicants are only required to attend one out of the two conferences, however, applicants may attend both.** Please read this RFP in its entirety prior to the event and prepare any questions you have in advance. Please note, the information provided during this Bidders conference will not be made available in any other form to those who do not attend. Please R.S.V.P via email to [Tory.Bunn@jjc.nj.gov](mailto:Tory.Bunn@jjc.nj.gov) by **5:00 pm on 5/30/2022 for 5/31/2022 Bidder's conference and 5:00 pm on 6/12/2022 for 6/13/2022 Bidder's conference** if you are participating in the Bidder's conference.

**VI. CONTRACT TERM PERIOD**

The term of a contract shall be for a period of twenty-four months, contingent upon appropriations and the availability of funds. The anticipated "Contract Period" is January 2023 until December 2024. Note delays in the procurement process may result in a change to the anticipated start date, however this will not impact the length of the contract term. A total of up to \$160,000 (\$80,000 per year) for a twenty-four month period is available for funding this contract.

**VII. CONTRACT TRANSITION**

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

**VIII. SUBMISSION OF PROPOSAL**

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

Bidders must submit all required information, documents and attachments described

throughout the RFP via email to [Tory.Bunn@jjc.nj.gov](mailto:Tory.Bunn@jjc.nj.gov) no later than **7/25/2022 by 3 pm**. Mailed or faxed proposals will not be accepted. Required attachments and forms are available at <https://www.njoag.gov/about/divisions-and-offices/juvenile-justice-commission-home/jjc-funding-opportunities/>. Please note that any proposal that does not comply with the requirements of the Request for Proposal or is received after the submission deadline will be automatically rejected. Proposals that do not score a minimum of 80 out of 100 possible points will also not be considered. Proposals that score 80 or above will be required to participate in an interview that will take place on 8/29/2022, time to be determined with applicants. You will receive an email verifying your bid has been received.

**NOTE: The email of all proposal packages may not exceed 35 mb and must include “Graphic Design-2022 RFP” and the RFP submission deadline in the subject line of the email. If your file is too large, you may submit multiple emails.**

Required documents with proposal

1. Application Cover Page (required as part of proposal submission)
2. Timeline (required as part of proposal submission)
3. Budget & Budget Narrative (required as part of proposal submission)
4. New Jersey Standard Terms and Conditions (for applicant information only)
5. Commission Standard Language Document (for applicant information only)

*In addition to the required documents listed above, applicants should include the following:*

6. Letters of Commitment from collaborators, if applicable

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

**IX. FORMS, REGISTRATIONS, AND CERTIFICATIONS, if selected**

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

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

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

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

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

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

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

In addition, the Contractor, including all staff and consultants who will be providing services pursuant to this RFP, will be required to attend a formal training session under the Commission's policy enforcing the Federal Prison Rape Elimination Act, 34 U.S.C. § 30301 to 30309 (PREA).

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

Questions and/or requests for clarification must be submitted to [Tory.Bunn@jjc.nj.gov](mailto:Tory.Bunn@jjc.nj.gov) no later than **5/15/2022 by 5 pm** with the subject line "Graphic Design - 2022".

### **Revisions to the RFP**

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

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

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

# **XI. ADDITIONAL INFORMATION**

## **1. RIGHT TO WAIVE**

The Commission reserves the right to waive resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification. The Commission also reserves the right to waive a mandatory requirement provided that:

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

## **2. CLARIFICATION OF PROPOSAL AND/OR ORAL PRESENTATION**

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

After the proposals are reviewed, one, some, or all of the Vendors may be asked to clarify certain aspects of their proposals. A request for clarification may be made to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification. In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures. The Commission reserves the right to request a Vendor to explain, in detail, how the proposal price was determined

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



### **3. CONTENTS OF PROPOSAL**

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

A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1 to -13, when the bidder has a good faith legal and/or factual basis for such assertion. **The location in the proposal of any such designation should be clearly stated in a cover letter.** The Commission reserves the right to make the determination as to what is proprietary or confidential and will advise the bidder accordingly. Any information deemed proprietary and/or confidential in your proposal by the Commission will be redacted by the Commission. The Commission will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the bidder’s assertion of confidentiality with which the Commission does not concur, the bidder shall be solely responsible for defending its designation.

### **4. PRICE ALTERATION IN HARD COPY PROPOSALS**

Proposal prices must be typed. Any price change (including “white-outs”) must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

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

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

### **6. CONFLICTS OF INTEREST**

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

### **7. JOINT VENTURE**

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

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

#### **8. NEW JERSEY BUSINESS ETHICS GUIDE**

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

#### **9. NON-COLLUSION**

By submitting a proposal, the bidder certifies as follows:

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

#### **10. DISASTER PLAN**

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

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

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

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

**12. SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Authorized member of the Commission staff for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Commission and have cleared all required background checks. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its proposal.

**13. PRECEDENCE OF JUVENILE JUSTICE COMMISSION STANDARD LANGUAGE DOCUMENT**

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

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

- 1) New Jersey Standard Terms and Conditions;

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

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

#### **14. CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Executive Director of the Commission.

#### **15. CONTRACTOR RESPONSIBILITIES**

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

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

#### **16. OWNERSHIP OF MATERIAL**

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

accompanying documentation and printouts, 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 OPRA, a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response. Contractor shall take any action it deems appropriate to protect its documents and/or information.

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

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

## **19. DATA SECURITY STANDARDS**

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

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

2. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 to -55, the Federal Drivers' Privacy Protection Act of 1994, 18 U.S.C. § 2721 to 2721 and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor shall also conform to Payment Card Industry (PCI) Data Security Standard.

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

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

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

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



f. Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable Federal and State laws, including without limitation N.J.S.A. 56:8-161 to -167 that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the State Contract Manager within twenty-four (24) hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from, and against, any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

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

## **20. NEWS RELEASES**

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

## **21. ADVERTISING**

The Contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Executive Director of the Commission.

## **22. LICENSES AND PERMITS**

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

### **23. CLAIMS**

Any contract signed on behalf of the Commission by a State official shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -7, and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to -10 and the availability of appropriations.

### **24. REMEDIES**

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Executive Director of the Commission.

### **25. REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Contractor fails to comply with any material contract requirements, the Executive Director of the Commission may take steps to terminate the contract in accordance with the New Jersey Standard Terms and conditions and 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.