



Request for Proposal (RFP)

Date: April 21, 2021

JJC Bid #: 2021- Special Education Services for Speech Language therapist(s) for Child Study Team Speech-Language Services

| Event | Date | Time |
|---|-----------|---------|
| Questions and/or Request for Clarifications Due Date | 5/3/2021 | 3:00 PM |
| Answers and/Clarifications will be posted on the JJC website | 5/10/2021 | 3:00 PM |
| Mandatory Bidders Conference (Refer to <u>RFP Section V</u>) | N/A | |
| Proposal Submission Date (Refer to RFP Section VIII) | 5/17/2021 | 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/requests-for-proposals/>

RFP Issued By

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

TABLE OF CONTENTS

| | | |
|-------|--|----|
| I. | Purpose and Intent | 3 |
| II. | Background..... | 3 |
| III. | Definitions..... | 4 |
| IV. | Scope of Work..... | 4 |
| V. | Mandatory Pre-Proposal Conference/Site Visit | 6 |
| VI. | Contract Term and Extension Option | 6 |
| VII. | Contract Transition | 6 |
| VIII. | Submission of Proposal..... | 7 |
| IX. | Forms, Registrations, and Certifications | 8 |
| X. | Questions and/or Requests for Clarification..... | 9 |
| XI. | Additional Information..... | 10 |
| | 1. Right to Waive | |
| | 2. Clarification of Proposal and/or Oral Presentation | |
| | 3. Contents of Proposal | |
| | 4. Price Alternation in Hard Copy Proposals | |
| | 5. Withdraw Bid/Proposals | |
| | 6. Conflicts of Interest | |
| | 7. Joint Venture | |
| | 8. New Jersey Business Ethnic 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

XII. Exhibits/Attachments 24

- 1 New Jersey Standard Terms and Conditions
- 2 Commission Standard Language Document
- 3 Agency Contract Proposal Annex A
- 4 Contract Information Summary Annex B

I. PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the New Jersey Juvenile Justice Commission (the Commission). The purpose of this RFP is to solicit proposals from Speech & Language Pathologists to perform speech and language services for the Commission's Office of Education. The Speech & Language Pathologist will be required to hold, at minimum, a Speech Language Specialist Standard Certificate.

The intent of this RFP is to award a contract to the responsible bidder(s) whose proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. The contract will not be exclusive and the State reserves the right to separately procure individual requirements that are the subject of the RFP during the contract term, when deemed by the Commission to be in the State's best interest.

The Commission's Standard Language Document and the New Jersey Standard Terms and Conditions will apply to all contracts or purchase agreements, entered into with the Commission. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

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. Secure Juvenile Facilities are staffed by civilian and law enforcement personnel and provide a full range of services including, but not limited to education, vocational programming, counseling and medical services. Residential Community Homes offer a less restrictive environment and are staffed by trained civilian staff. Each Secure Juvenile Facility and Residential Community Home provides a full education curriculum aimed at the pursuit of a high school diploma or GED; various recreational activities; and instruction in life skills, health, and nutrition. Post-release planning and comprehensive individual reentry plans are developed for each Resident to assist with his or her transition from a Commission program to his or her home community.

III. DEFINITIONS

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

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

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

Residents - State of New Jersey Juvenile Justice Commission incarcerated offenders

OOE- Office of Education

CST- Child Study Team

IEP- Individual Education Plan

RCH- Residential Community Home

IV. SCOPE OF WORK

- The Speech and Language Pathologist will be required to hold at minimum a Speech and Language Specialist Standard Certificate.
- Provide individual student assessment(s) in speech and language for the purpose of educational evaluation, as needed and requested by JJC CST, and as mandated by N.J.A.C. 6A:14.
- Ensure that speech and language testing is completed within 14 business days of CST request and ensure test results are received within 14 business days of the test date. Speech and Language evaluations are requested as determined by individual CST case managers. The evaluation report should then be given to the CST case manager that requested the evaluation.
- Provide eligible students, as defined by N.J.A.C. 6A:14, with speech and language therapy services. Sessions are either 30 minutes or 1 hour as determined by the speech-language evaluation and the CST along with the frequency (i.e. 1 time a week, etc.). The determination is then written into the IEP document which then must be followed by CST and related services.
- Provide written progress reports as requested by the CST members and/or when a student leaves the facility. Progress in speech therapy sessions is measured with formal and

informal testing. There are numerous possible tests which are determined by the speech therapist based upon the student's presenting symptoms, i.e. Stuttering, difficulty reading, fluency, phonics, enunciation, etc.

- Speech and language services will be provided on an as-needed basis throughout the 12-month school year.
- Participation in CST meetings when necessary to provide interpretation of testing results and provide speech-language related information to the CST team, parent, and/or student. The CST meetings are held at each individual facility.
- Services will be on a per diem basis.

Bidders should anticipate that failure to submit a proposal containing all elements specified in the RFP, will negatively affect the review of their proposal. Proposals that do not contain the mandatory requirements will not be evaluated.

JJC FACILITIES:

Atlantic County Youth Detention (Harborfields), 800 Buffalo Ave #A, Egg Harbor City, NJ 08215

Warren RCH, 509 Brass Castle Road, Oxford, NJ 08826

Voorhees RCH, 201 Route 513, Glen Gardner, NJ 08826

NJ Training School for Boys, North State Home Road, P.O. Box 500,
Monroe Township, NJ 08831

Southern RCH, 800 A Buffalo Avenue, Egg Harbor City, NJ 08215

Ocean RCH, PO Box 195, Game Farm Road, Forked River, NJ 08731

Costello Prep, 800 Carranza Road, Tabernacle, NJ 08088

D.O.V.E.S. RCH, 188 Lindberg Road, Hopewell, NJ 08525

Juvenile Female Secure Care and Intake Facility, Johnstone Campus (Hayes Building),
West Burlington Street, P.O. Box 367, Bordentown, NJ 08505

Juvenile Medium Security Facility, W. Burlington Street (Johnstone Campus),
P.O. Box 307, Bordentown, NJ 08505

Pinelands Residential Community Home, 3016 Route 563, Chatsworth, NJ 08019

Vineland Preparatory Academy, 2000 Maple Avenue, Vineland, NJ 08361

In the event of a Public Health Emergency all in person services provided by the Contractor regarding any Commission resident or Commission staff, pursuant to the terms of the

contract, shall be provided by telecommunication. Telecommunication will be provided under the supervision of the Commission, unless otherwise determined by the Commission, until the Public Health Emergency is no longer in effect and the Contractor has received the approval of the Commission to resume in person services. Therefore, the proposal should reflect a separate price for services provided by telecommunication and for services provided in-person.

V. MANDATORY PRE-PROPOSAL CONFERENCE / SITE VISIT

Site Visits are not mandatory but will be scheduled if requested by the bidder. A mandatory Pre-Proposal Conference is not applicable to this RFP.

VI. CONTRACT TERM PERIOD

The term of a contract shall be for a period three (3) years contingent upon the availability of funds. The anticipated "Contract Period" is July 1, 2021 to June 30, 2024. Delays in the procurement process may result in a change to the anticipated start date, however this will not impact the length of the contract term. All pricing will remain fixed during this contract period.

The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Juvenile Justice Commission at the same terms, conditions and pricing at the rates in effect the last year of the contract.

VII. CONTRACT TRANSITION

In the event services end by either contract expiration, termination, or an unforeseen event, it shall be incumbent upon the Contractor to continue services, if requested by the Commission on an emergent, temporary basis, 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 shall include the attached Commission's Agency Contract Proposal Annex A form and must also include a narrative that is double-spaced using standard 12-point font with 1-inch margins and must not exceed three pages (not including required documents).

The narrative shall describe the Bidder's organization, personnel, and experience, including, but not limited to, experience working with youth, evidence of the Bidder's qualifications, and capabilities to perform the services required by this RFP. The narrative shall also outline the Bidder's approach/methodology for providing speech/language services to students. The Bidder must also show experience with contracts of similar size and scope.

Bidders must submit all required documents described throughout the RFP to jjcrfp@jjc.nj.gov no later than 5/17/2021 by 3:00 PM. Please note that any proposals received after this date and time will be automatically rejected. You will receive an email verifying your bid has been received in the jjcrfp@jjc.nj.gov mailbox.

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

JJC Bid #: 2021- Special Education Services for Speech Language therapist(s)

RFP Submission Deadline: 5/17/2021 by 3:00 PM

PRICING: Bidders shall submit a detailed description and price per program in their proposal utilizing the attached Commission's Contract Information Summary Annex B. Payment for services as requested will include payment for a) individual speech/language therapy session(s); b) individual speech/language evaluation; and/or c) participation in an IEP meeting to discuss speech/language evaluation results/recommendation. Payment for speech/language services will not include payment for: a) travel reimbursement; b) speech/therapy evaluation materials ie. testing forms, computer equipment, computerized programs; c) speech/therapy license renewal/recertification/training; and/or c) office materials ie. copy paper, printer ink, etc.

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

the proposal.

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 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, et seq.* (PREA).

X. QUESTIONS AND/OR REQUESTS FOR CLARIFICATION

Questions and/or requests for clarification must be submitted to JJCRFP@jjc.nj.gov no later than 5/3/2021 by 3:00 PM with the subject line “2021- Special Education Services for Speech Language therapist(s)”

Revisions to the RFP

If it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum will become 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/requests-for-proposals/>.

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

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

1. 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.

2. 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 et seq., 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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>.

8. 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 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.
- 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.

9. 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.

10. 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.

11. 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

12. 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.

13. 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.

14. 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.

15. OWNERSHIP OF MATERIAL

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

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

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).

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

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

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

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

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

f. Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable Federal and State laws, including without limitation N.J.S.A. 56:8-161, et seq., 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, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the availability of appropriations.

24. REMEDIES

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

25. REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Executive Director of the Commission may take steps to terminate the contract in accordance with the Juvenile Justice Commission Standard Language Document, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

26. LATE DELIVERY

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

27. ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Executive Director of the Commission.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The

relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included. Upon receipt and approval of the Contractor's written proposal, the State Contract Manager shall forward same to the Executive Director of the Commission for the Executive Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Executive Director of the Commission must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and NJOIT.

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

28. CONTRACT ACTIVITY REPORT

Contractor(s) must provide, on a calendar quarter basis, to the assigned Commission representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State-using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State agencies. Quasi-State agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- a. Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied; and
- b. Total dollars paid to Subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

29. AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

XII. EXHIBITS/ATTACHMENTS