



Request for Proposal (RFP)

JJC Bid #: TR2019

For: Tattoo Removal Initiative

Event	Date	Time
Questions and/or Request for Clarifications Due Date (Refer to RFP Section VII)	6/26/2019	5:00pm
Answers and Clarifications will be posted on the JJC website (Refer to RFP Section VII)	7/3/2019	3:00pm
Proposal Submission Date (Refer to RFP Section VIII)	8/1/2019	3:00pm

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Juvenile Justice Commission website <http://www.nj.gov/oag/jjc/rfps.htm>

RFP Issued By

State of New Jersey
Juvenile Justice Commission
Office of Local Programs and Services
PO Box 107
Trenton, New Jersey 08625-0307
Date: 5/29/2019

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I. PURPOSE AND INTENT

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

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

❖ **Available Funding**

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

❖ **Eligibility**

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

II. BACKGROUND

The JJC is the single agency of State government with centralized authority for planning, policy development and provision of services in the juvenile justice system. The JJC’s three primary responsibilities are the support of local efforts to provide services to at risk and court involved youth; the care, custody, and rehabilitation of juvenile offenders committed to the JJC by the courts; and the supervision of youth on juvenile parole.

Youth in custody face a multitude of barriers that impact their ability to successfully transition back into the community. Youth with visible tattoos representing a past life of delinquency could be branded for life, hurting their prospects of finding employment, staying out of jail, joining branches of the military, and even mending family ties. As tattoo removal procedures may be costly, few youth in custody have the resources to escape the visible markings of their past. Thus, the JJC is utilizing funding to provide tattoo removal services to increase positive outcomes for youth in custody.

III. DEFINITIONS

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

Vendor - an individual physician or a medical group submitting a proposal.

Selected Provider or Contractor- the individual physician or a medical group approved to provide services.

IV. SCOPE OF WORK

Submit a narrative that includes the following:

- ❖ Describe your agency and the services it provides.
- ❖ Describe your experience removing tattoos.
- ❖ Describe practitioners' education, qualifications and work experience, as it relates to tattoo removal services.
- ❖ Describe any limitations of removing a tattoo (i.e., regarding size, shapes, colors, etc.).
- ❖ Describe any risks associated with tattoo removal.
- ❖ Describe any risk specifically associated with removing tattoos from the face, neck, and hands or from people with darker skin tones.
- ❖ Describe what factors are taken into consideration when identifying the cost (for example, size, location, color, etc.). Do you charge per square inch? If so, provide the cost per square inch. If you do not charge by square inch, please describe, in detail how the cost of the tattoo removal is calculated. Is there a cost for an initial consultation?
- ❖ Please provide an estimated cost, estimated number of sessions needed, and an estimated number of hours per session to have hand, neck, and face tattoos removed. We understand that these are only estimated costs and an examination of the tattoo would be required.
- ❖ Describe your process for removing tattoos. Please include:
 - The consultation process, if any
 - What happens during a typical tattoo removal session?
 - How you would respond if the skin experiences an adverse reaction during or after the procedure
 - Any aftercare services you provide upon completion of treatment
- ❖ Please provide the terms of the professional liability policy that is applicable to the services being provided pursuant to this RFP and will be maintained during the Contract Term Period. The Selected Provider shall not begin to provide services pursuant to this RFP until the Selected Provider provides the JJC with a certified copy of the professional liability policy, and/or certificate of insurance, satisfactory to the JJC, that shall be maintained during the Contract Period. The State of New Jersey, its officers and employees shall be included as an additional insured on the professional liability policy.

V. PROCEDURES TO APPLY

Each submission must include a Scope of Work, the required attachments, and must follow the submission procedures found in section VIII. Please note that all fees and costs quoted in the Vendor's proposal shall be firm through the issuance of a contract/purchase order for the services sought pursuant to this RFP and shall not be subject to increase during the period of the contract/purchase order.

Review

Proposals will be evaluated and ranked based upon the qualifications of the Vendor, experience, capability/capacity to provide services, overall cost effectiveness of service provisions and geographic location of the physician or medical group.

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

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

VI Contract Term Period

The anticipated “Contract Period” during which the Commission will be seeking services from the Selected Provider is 9/1/2019 – 6/30/2021. Delays in the procurement process may result in a change to the anticipated start date of the “Contract Period”.

VI. ATTACHMENTS

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

Required documents w/proposal

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

VII. QUESTIONS AND ANSWERS/CLARIFICATIONS

Questions and/or requests for clarification must be submitted to Maryanne.Tempone@jjc.nj.gov no later than 6/26/2019 by 5:00 pm, with the subject line “Tattoo Removal Question.” All responses will be posted on 7/3/2019 by 3:00 pm, at <http://www.nj.gov/oag/jjc/index.html>. Click on Request for Proposal (RFP) on the right side of the screen under Highlights. Click on “Tattoo Removal RFP Questions and Answers.”

VIII. SUBMISSION OF PROPOSAL

Failure to submit a proposal containing all elements specified in the RFP will negatively affect the review of the proposal. Proposals must respond to Section IV, using a standard 12-point font, be double-spaced, and must not exceed 4 pages, not including attachments.

Proposals may be submitted as an electronic mail attachment in either Word or PDF format to Maryanne.Tempone@jjc.nj.gov with the JJC Bid number in the subject line or mailed to the address below.

Via Courier Services, US Postal Service, Fed Ex, UPS, or Hand Delivery

NJ Juvenile Justice Commission
JJDP/Grants Unit
1001 Spruce Street, Suite 202
Ewing, NJ 08638
Attn: Maryanne Tempone
JJC Bid #:TR2019
RFP Submission Deadline: 8/1/2019

NOTE: If a proposal is sent to the JJC's address, the proposal package must be sealed, and the exterior of the package must be labeled with the JJC bid number.

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 Juvenile JJC's website. To access the addenda, the Vendor must select the RFP on the web page at (<http://www.nj.gov/oag/jjc/rfps.htm>).

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

IX. PAYMENT PROCESS, if selected

Vendors will be notified if approved and prior to providing services, must register with NJ START (<http://www.nj.gov/treasury/purchase/njstart/vendor.shtml>) in order to do business with and receive payment by the State of New Jersey. This is an online system that will register you with the State of New Jersey. Registration can be completed by going to the following website at www.njstart.gov. Any issues/questions/concerns should be directed to the NJSTART Vendor Support Page located at <http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml>.

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

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

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

Note, even though you may be approved as a Selected Provider and added to a list of potential providers, there are no guarantees that a referral will be made, and your services used. This RFP is designed to create a pool of qualified tattoo removal service providers.

X. ADDITIONAL INFORMATION

1. RIGHT TO WAIVE

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

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

2. CLARIFICATION OF PROPOSAL AND/OR ORAL PRESENTATION

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

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

The Vendor may be required to give an oral presentation to the State concerning its proposal. Vendor may not attend the oral presentations of their competitors. It is within the State's discretion whether to require the Vendor to give an oral presentation or require the Vendor to submit written responses to questions regarding its proposal. Action by the State in this regard should not be

construed to imply acceptance or rejection of a proposal. The Commission will be the sole point of contact regarding any request for an oral presentation or clarification.

3. CONTENTS OF PROPOSAL

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

A Vendor may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Vendor has a good faith legal and/or factual basis for such assertion. The location in the proposal of any such designation should be clearly stated in a cover letter. The Commission reserves the right to make the determination as to what is proprietary or confidential and will advise the Vendor accordingly. Any information deemed proprietary and/or confidential in your proposal by the Commission will be redacted by the Commission. The Commission will not honor any attempt by a Vendor to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Vendor's assertion of confidentiality with which the Commission does not concur, the Vendor shall be solely responsible for defending its designation.

4. PRICE ALTERATION IN HARD COPY PROPOSALS

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

5. WITHDRAW BID/PROPOSAL

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

6. CONFLICTS OF INTEREST

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

7. JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Vendor form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Commission of Revenue prior to the award of a contract.

8. NEW JERSEY BUSINESS ETHICS GUIDE

The Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide can be found at: http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

9. NON-COLLUSION

By submitting a proposal, the Vendor certifies as follows:

- a) The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Vendor, or potential Vendor.
- b) Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Vendor or potential Vendor, and they will not be disclosed before the proposal submission.

- c) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d) The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e) The Vendor, its affiliates, subsidiaries, officers, Executive Directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

10. DISASTER PLAN

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

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

The Contractor shall ensure specific compliance with all applicable State and federal laws and regulations and Commission policies governing confidentiality, informed consent, PREA, and medical and legal access/disclosure including, but not limited to, N.J.S.A. 2A:4A-60, and the Health Insurance Portability and Accountability Act (HIPAA). This includes safeguarding the confidentiality of resident information, and parent/guardian information as relevant, shared and otherwise obtained 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, addenda to this RFP, if any, the Juvenile Justice Commission Standard Language Document, the Vendor's proposal, any best and final offer, and the Division's Notice of Award (collectively "Contractual Documents.").

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

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

For the avoidance of doubt, the Juvenile Justice Commission Standard Language Document shall prevail over any other terms not otherwise amended by written agreement signed by the parties.

14. CONTRACT AMENDMENT

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

15. CONTRACTOR RESPONSIBILITIES

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

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

16. OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) Days' notice by the State. With respect to software computer programs

and/or source codes developed for the State, except those modifications or adaptations made to Vendor or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Vendor anticipate bringing pre-existing intellectual property into the project, the Intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the Vendor identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Vendor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Vendor. Upon contract award, the Vendor or Contractor shall grant the State a nonexclusive, perpetual royalty-free license to use any of the Vendor/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

Auditing firm working papers remain the property of the auditing firm in accordance with standards issued by the American Institute of Certified Public Accountants (AICPA). While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon AICPA standards and under supervision of the firm.

17. DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Contractor are confidential (State Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any other use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a

violation of this contract and may result in contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality. When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects.

18. CONTRACTOR'S CONFIDENTIAL INFORMATION

a. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.

b. By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's proposal as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence,

the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

c. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is Independently developed by the other party.

d. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.

e. In the event that the State receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response. Contractor shall take any action it deems appropriate to protect its documents and/or information.

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

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

19. DATA SECURITY STANDARDS

a. Data Security: The Contractor, at a minimum, shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT.

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

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

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

c. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable

media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer State of New Jersey data outside of the United States.

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

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

f. Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the State Contract Manager within twenty-four (24) hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from, and against, any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

g. End of Contract Data Handling: Upon termination/expiration of this contract, the Contractor must first return all State data to the State in a usable format as defined in the contract, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within thirty (30)

days of the termination/expiration of this contract or within seven (7) days of the request of an agent of the State, whichever shall come first.

20. NEWS RELEASES

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

21. ADVERTISING

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

22. LICENSES AND PERMITS

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

23. CLAIMS

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

24. REMEDIES

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

25. REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

26. LATE DELIVERY

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

27. ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

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

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

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

28. CONTRACT ACTIVITY REPORT

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

allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

b. Total dollars paid to Subcontractors.

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

28. AVAILABILITY OF FUNDS

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

XI. EXHIBITS

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.