



Request for Proposal 09-X-20433

For: Statewide Evaluation of the
21st Century Community Learning Centers
Program

| Event | Date | Time |
|--|---------|---------|
| Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.) | 6/26/08 | 5:00 PM |
| Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.) | 8/1/08 | 2:00 PM |

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

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| Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.) | Status <input type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input checked="" type="checkbox"/> Subcontracting Only | Category <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III |
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Department of Education

Date: 6/20/08

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Education (NJDOE). The purpose of this RFP is to solicit bid proposals in order to engage a public/private organization or institution of higher education (IHE) to conduct a statewide evaluation of the 21st Century Community Learning Centers (21st CCLC) program. In accordance with the federal legislation authorizing the 21st CCLC, the New Jersey Department of Education (NJDOE) must conduct a comprehensive evaluation of programs and activities funded under the program. The evaluation will consist of a three-tiered approach which uses multiple sources of data to assess grantee progress, program impact, and state agency administration.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

Under Title IV, Part B of the Elementary and Secondary Education Act, as amended by the *No Child Left Behind Act of 2001*, New Jersey received funding from the United States Department of Education (USDOE) to administer the 21st Century Community Learning Centers program that will: 1) create community learning centers that provide academic enrichment opportunities for children, particularly students who attend high-poverty and low-performing schools, to meet the state's Core Curriculum Content Standards in core academic subjects; 2) offer students a broad array of enrichment activities that can complement their regular academic programs before and/or after-school or during hours when school is not in session; and 3) offer literacy and other educational services to families of participating students.

Federal 21st CCLC evaluation guidelines requires that NJDOE ensure local programs: 1) meet the *principles of effectiveness* as outlined in the USDOE 21st CCLC Guidance document; 2) conduct periodic evaluation to assess its progress towards providing high-quality academic enrichment; 3) use evaluation findings for continuous program improvement, creation and distribution of "promising practices" and general information for the public and families. Further information on the program is available on the department's 21st CCLC Web-site, <http://www.state.nj.us/education/21cclc/>.

NJDOE has awarded fifty-five 21st CCLC grants to establish, or continue, out-of-school time programs for youth in grades four through twelve that occur any time a school is not in session (i.e. before school, afterschool, weekends, summer). By July 1, 2008 NJDOE will have forty-two existing grantees. Grantees include public school districts, charter schools and community-based, faith-based and for-profit organizations. The first cohort of local grantees was selected in 2003-04. Successive cohorts were added in 2004-05, 2005-06 and 2007-08. The contractor will evaluate the 21st CCLC program focusing on the forty-two existing local programs of these successive cohorts.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

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

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that 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 DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

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

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other

than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

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

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

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

State – State of New Jersey.

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

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Grantee – 21st Century Community Learning Center grant recipient. Grantees include public school districts, charter schools and community-based, faith-based and for-profit organizations.

PARS21 – The Program Activity and Review System is a NJDOE-developed online data-collection and reporting system developed in 2004 to respond to the data-collection requirements for the 21st Century Community Learning Centers Program. Because this grant program is funded by the USDOE, recipients must provide data on staff, participants, activities, and outcomes for both accountability and reporting purposes. PARS21 allows grantees to enter this electronically, obtain basic reports, request system reports to provide required information to the USDOE, and use reports to provide information to partners, collaborators, and other key agencies and organizations.

PPICS – The Profile and Performance Information Collection System is an USDOE-developed on-line data collection system designed to collect basic information about the characteristics associated with 21st CCLC programs funded across the country.

APR – The Annual Performance Report is a section in PPICS, through which states report on outcomes that its 21st CCLC programs were able to achieve as a result of providing services to students and adult family members attending the 21st CCLC programs.

LPA – Learning Point Associates is an agency under contract with USDOE to develop PPICS.

LEA – Local Educational Agency

CBO – Community-Based Organization

FBO – Faith-Based Organization

NP – Non-Public School

3.0 SCOPE OF WORK

3.1 INTRODUCTORY MEETING, DATA SOURCES REVIEW, AND MANAGEMENT WORK PLAN

The contractor shall meet with the State Contract Manager within (10) business days of the contract award for an introductory meeting to review the management work plan proposed in the contractor's bid proposal. At that time the contractor shall also review, in consultation with all relevant staff responsible for the implementation of this project, NJDOE and USDOE data sources to assess their adequacy in providing selected information necessary for the evaluation. Within three weeks of the introductory meeting the contractor shall submit a revised management work plan and specify the data sets it will require from NJDOE. The data sources are those referenced in Section 3.3.

3.2 GENERAL OPERATIONS

The contractor shall provide a comprehensive evaluation of the 21st CCLC program based on assessments of:

- 1) grantee progress
- 2) program impact
- 3) NJDOE administration

The contractor shall not begin any work without the approval of the State Contract Manager. The State Contract Manager shall also approve all deliverables associated with each task and subtask described in the scope of work prior to releasing any payment to the contractor. The State Contract Manager will work closely with the contractor to ensure the quality of all evaluation procedures, protocols and instruments.

3.2.1 PLANNING SESSIONS

The contractor shall conduct, at a minimum, one-day planning sessions with NJDOE staff in Trenton, to be held approximately twice a year during the term of the contract.

3.2.2 COMPONENTS OF EVALUATION

3.2.2.1 Grantee Progress. The first component of the evaluation shall be the assessment of New Jersey 21st CCLC programs' progress toward achieving the State mandated goals and objectives [Refer to Attachment 1 for more information]. State mandated objectives focus on overall recruitment and retention of students in the program, their participation in core educational and enrichment activities and the establishment of collaborative relationships with other agencies in the community. The contractor shall assess the progress of each grantee with regard to the State mandated objectives. The contractor shall then report on the program's overall profile with regard to the State mandated objectives.

As a corollary of the assessment, the contractor shall identify best practices in NJ 21st CCLC after-school programs. The contractor shall then use that information to provide technical assistance to 21st CCLC grantees.

3.2.2.2 Program Impact. The second component of evaluation shall consist of assessing the impact that the NJ 21st CCLC program has on students and their families. Impact shall be measured by the extent to which progress is achieved in objectives related to student academic achievement, behavior, and socialization.

3.2.2.3 State Administration. The third component of the evaluation shall be the study of the effectiveness of the administration of the 21st CCLC program by NJDOE, including program monitoring, regularly scheduled meetings and technical assistance.

3.3 DATA SOURCES

The contractor shall utilize multiple sources of data to carry out the components of the evaluation, as contained below.

3.3.1 STATE AND FEDERAL SOURCES

The Program Activity and Review System (PARS21) is a primary source of state-level data for both the assessment of grantee progress and program impact. Since the 2003-04 program year, PARS21 has captured data on:

- a) participants
 - gender
 - race
 - age
 - grade at entry
 - language spoken at home
 - lunch subsidy
 - participation in activities
- b) outcomes as assessed by school day teachers
- c) staff
 - gender
 - race
 - specialty
- d) collaborators
 - type of organization
 - contribution
- e) activities of each participating child and adult
 - program category
 - subject category of the activity, its duration, and frequency.

More detail on PARS21 and access to the program homepage may be found in the User Manual accessible on the PARS21 Web-site, <http://homeroom.state.nj.us> – click on PARS21. NJDOE will provide the contractor with output files that summarize the data by individual grantee and for the overall program. The files will cover each of the four years that the program has been in operation.

In gauging program impact, the contractor should review data on the New Jersey School Report Card for schools with districts in which a 21st CCLC program is operating. (see <http://www.state.nj.us/education>). The contractor may also look at the Child Care Licensing standards, under the New Jersey Department of Children and Families, Office of Licensing.

Additionally, the contractor shall use the USDOE-developed, Profile and Performance Information Collection System (PPICS). The PPICS parallels PARS21, providing summary data on program characteristics and participation for all 21st CCLC program across the country. There are four significant sections to PPICS: the grantee profile, the annual performance report, state activities and competition overview. All sections provide relevant data for evaluative purposes. The department will provide the contractor access to all relevant pages of the system.

3.3.2 LOCAL SOURCES

The contractor shall utilize the individual local program evaluation reports submitted annually by consultants hired by the local grantees as another source of data. These reports can be used in the analysis of grantee progress and determination of best practice components. However, the contractor should note that these reports vary in the amount of detail they provide. In order to bring some standardization to the content and format of these reports, the contractor shall produce a template that outlines the type of information recommended for these reports. The contractor shall review the latest evaluation report from approximately fifty-five local grantees.

The contractor shall also conduct site visits to a sample of local programs as another source of data. The contractor shall conduct a minimum of three (3) preliminary site visits to obtain a basic understanding of the operation of 21st CCLC programs. During the site visits, the contractor shall observe the program setting and operation. The contractor shall gather data through interviews with staff to assess program quality, learn about program development and the role of state administration, analyze the approaches taken to foster improved student achievement and behavior and to involve parents, and develop efforts needed to sustain the program following the termination of grant funds.

3.3.3 NATIONAL SOURCES

The contractor shall consider national sources of data, such as those developed by the National AfterSchool Association. The contractor shall consider national standards, quality criteria developed by other organizations that assess out-of-school time programs, and the publications of centers such as the Harvard Family Research Project. The contractor shall utilize national sources as a context for a comparison of the performance of the New Jersey 21st CCLC grantees with other out-of-school time programs around the country.

3.4 DEVELOPMENT OF INDICATORS

3.4.1 GENERAL APPROACH

The contractor shall propose indicators to assess grantee progress, program impact and State administrative effectiveness. In proposing a set of indicators, the contractor shall identify the data source, the operational definition of the indicator, and, where appropriate, steps that shall be taken to ensure validity and reliability of the measures chosen.

3.4.2 GRANTEE PROGRESS

The contractor shall develop indicators to assess the progress of New Jersey 21st CCLC programs toward achieving the State mandated goals and objectives. This requirement shall also include the contractor's scheme for combining and/or presenting the indicators in a meaningful way.

3.4.3 PROGRAM IMPACT

The contractor shall develop indicators to gauge the impact of the program on participants for each grantee and the program statewide. The contractor shall explore means to make comparisons of impact across grantees.

3.4.4 STATE ADMINISTRATION

The contractor shall develop the indicators to measure the effectiveness of NJDOE's administration of the program (i.e. monitoring and technical assistance) and to identify areas in need of improvement.

3.5 DATA COLLECTION

3.5.1 GENERAL APPROACH

The contractor shall propose what sources of data will be used and how the data shall be collected. Various approaches to data collection are encouraged.

3.5.2 SITE VISITS

As mentioned in section 3.3.2, the contractor shall conduct preliminary site visits of a minimum of three 21st CCLC program sites. Currently there are 148 program sites. In addition to the preliminary site visits, the contractor shall also conduct a minimum of 24 site visits throughout the contract term, of the 148 program sites. The contractor shall utilize site visits to collect relevant data in assessing program progress and determining "best practice" strategies. The sites must be representative of all programs regarding size, location, and type of agency.

3.5.3 GRANTEE PROGRESS

As it relates to the requirement in section 3.2.2.1 of this RFP, the contractor shall collect the data necessary to assess progress of grantees toward meeting the state-mandated goals and objectives and identify best practice strategies in after school programming in New Jersey. The "best practice" strategies shall take into account implementation differences based on location (urban, rural/suburban) or type of agency (CBO/ FBO, LEA) in all required program areas. The contractor shall assess the extent to which the programs have offered high-quality, research-based academic content and utilized creative methods of teaching and learning for all students in all program areas, including those that attend non-public schools.

3.5.4 PROGRAM IMPACT

As it relates to the requirement in section 3.2.2.2 of this RFP, the contractor shall collect the data necessary to gauge the impact of the program for each grantee and the program statewide. This shall include an analysis of the impact of services provided to non-public school participants, who are participating in the existing 21st CCLC programs.

3.5.5 STATE ADMINISTRATION

As it relates to the requirement in section 3.2.2.3 of this RFP, the contractor shall collect the data necessary to assess the effectiveness of the state-level implementation of the program. The contractor shall review the existing 21st CCLC Monitoring Tool and provide the department with recommendations for improvement.

3.6 DATA ANALYSIS AND REPORTING

3.6.1 GENERAL APPROACH

The contractor shall propose sources of data to be used and describe how the data shall be analyzed and reported. The contractor shall identify means to validate observations and conclusions, including opportunities for the triangulation of data.

3.6.2 GRANTEE PROGRESS

3.6.2.1 GENERAL

The contractor shall conduct an assessment that categorizes local programs on the extent to which they have met the goals and objectives. The assessment shall answer the question of which demographic groups are most intensively and persistently engaged in the program and shall identify best practices in after-school programming as practiced in New Jersey. The assessment shall be the basis for training and providing technical assistance to 21st CCLC grantees.

3.6.2.2 REVIEW OF LOCAL LEVEL EVALUATION REPORTS

The contractor shall conduct a review and analysis of all local-level evaluation reports. Currently there are forty-five (45) reports, however, more may be developed. The analysis shall : 1) determine common characteristics and achievements; 2) identify program strengths and weaknesses; 3) provide feedback on local evaluation reports to local-level contractors; and 4) identify areas for improvement.

Based on site visits, the contractor shall also report in the analysis whether or not locals have used the evaluations to generally refine, improve, and/or strengthen their programs and performance measures.

The contractor should note that the evaluations will vary on the information they provide. In order to ensure that accurate, appropriate, and relevant data are collected, evaluated and systematically reported to NJDOE in the future, the contractor shall produce a template that outlines the type of information recommended for these local evaluations and have it approved by the State Contract Manager.

3.6.3 PROGRAM IMPACT

The contractor shall analyze the data in such a way as to gauge the impact of the program on the students and their families. This analysis shall answer questions about which groups of participants appear to have benefited most from the program and which types of programs have the most impact, as it relates to program design, activities offered and level of service. Additionally, the analysis shall address the following question: Is program participation by youth associated with increases in academic performance, positive student behavior and engagement of family in the youth's education?

3.6.4 STATE ADMINISTRATION

The contractor shall collect, analyze and report on the effectiveness of the state administration of the program.

3.7 TRAINING AND TECHNICAL ASSISTANCE (LOGISTICS)

As indicated in section 3.6.2.2 of the RFP, the contractor shall conduct a review and analysis of local-level evaluation reports and produce a template that outlines the type of information recommended for local evaluations conducted by local level evaluators. As a result, the contractor shall provide training on the new evaluation methodologies, including the template, and on ways to refine, improve, and strengthen local programs and performance measures.

The contractor shall provide three (3) regional [North, Central, South] ½ day training sessions, which will occur in year two of the contract. Training dates shall be mutually agreed upon within 30 days contract award. Training shall be available for all current grantees and shall be held in New Jersey. NJDOE will secure appropriate space for the presentations and set up an on-line registration, however, the contractor shall create, design, and deliver all material needed for the training sessions.

All trainings will, at a minimum, include the project director and the local-level evaluator.

The contractor shall also provide local-level technical assistance which will result in the improvement of local-level data-collection methodology, targeted outcomes, and reporting style. The technical assistance offered by the contractor may be web-based, or provided via telephone, on-site or lecture. The technical assistance provided shall be based on grantee need.

3.8 REPORTS

The contractor shall provide all reports to the State Contract Manager in a final printed version, CD and PDF version to be made available for download on the NJDOE website. Refer to section 3.10 of the RFP for deadlines of each report.

3.8.1 DESCRIPTIVE REPORT

The contractor shall provide a draft and final program descriptive report, which details:

- characteristics of the student population [looking at students who have attended the program for at least 70 days or more]
- characteristics of the grantee agency
- total population serviced [including non-public school students]
- program components (activities) offered
- average program and administrative costs
- established collaborations and partnerships
- staffing and professional development offered
- linkages to school-day staff and activities
- coordination with other federal, state, or local programs
- sustainability progress
- enrollment, recruitment, and retention efforts.

The contractor shall, through this analysis, identify trends and make recommendations for improvement.

3.8.2 PRELIMINARY FINDINGS REPORT

The contractor shall provide an annual preliminary report for every year of the contract. The preliminary report shall consist of an overall analysis of the 21st CCLC Program for that given

year, analysis of the local evaluation reports and detailed recommendations. The format for this report shall be developed by the contractor and shall be submitted to NJDOE for approval.

The framework of the annual report shall be structured around the measures outlined within this RFP. The contractor shall illustrate its perspective on the success and challenges of New Jersey's 21st CCLC Program afterschool initiative as well as its impact on students [public and non-public], their families and schools listed in the grantee proposal.

3.8.3 FINAL COMPREHENSIVE REPORT

The contractor shall provide a final comprehensive report at the end of the contract. The final comprehensive report shall consist of a full analysis of the contractor's research and a comprehensive assessment of grantee progress, program impact and State administration. This report shall include the evaluation findings and recommendations for continuous improvement. The format for the final comprehensive report shall be developed by the contractor and shall be submitted to NJDOE for review and approval. Once approval is acquired the contractor shall submit a draft final comprehensive report for approval. Once approval is acquired, the contractor shall submit the final comprehensive report.

3.8.4 PRESENTATION LOGISTICS

The contractor shall conduct a minimum of two (2) Power Point presentations to the NJ 21st CCLC grantees and NJDOE staff (approximately 120 people) explaining the status of the evaluation for that given year. There shall be a presentation on the first preliminary report findings and recommendations and a presentation on the final comprehensive report. The contractor shall create, design and deliver all materials needed for the presentations. The contractor shall provide its own A/V equipment. NJDOE will facilitate the location of an appropriate space for the presentations and set up an on-line registration for all NJDOE staff.

The contractor shall also aid NJDOE in presenting the preliminary findings at two out-of-school time conference of NJDOE choosing (e.g. New Jersey School Age Care Coalition Conference, 21st CCLC Summer Institute, Foundations, Inc. or the National After school Association Conference). The contractor shall assist NJDOE staff in preparing materials (e.g. hand outs, Power Point slides, and data tables) for the presentations.

All travel costs and printing costs associated with any presentation shall be covered by the contractor.

3.9 COMMUNICATION SUPPORT

The contractor shall provide NJDOE with all materials used during any training or technical assistance, which if appropriate, shall be placed on the existing 21st CCLC web page found at: <http://www.state.nj.us/education/21cclc>.

All materials submitted by the contractor shall be subject to internal review by NJDOE prior to posting on the NJDOE website and may require revisions. Materials may include items such as the Power Point presentations, hand-outs, and evaluation summary reports that can be used by local-level contractors and project directors to enhance their 21st CCLC Program.

3.10 TASKS, DELIVERABLES AND TIMELINES

CONTRACT YEAR ONE

| Tasks and Deliverables | Due Date |
|--|---|
| Introductory meeting [Section 3.1] | within 10 business days of contract |
| Submit revised management work plan and list of NJDOE data needs [Section 3.1] | Within 3 weeks of introductory meeting |
| Planning sessions with NJDOE staff [Section 3.2.1] | to be held approximately twice a year [October and March] |
| Submit format for the preliminary findings report [Section 3.8.2] | within sixty (60) business days of the contract award |
| Conduct a minimum of three (3) preliminary site visits. [Section 3.3.2] | October 2008 |
| Submit draft program descriptive report and draft state performance indicators[Section 3.8.1] [Section 3.4] | October 15, 2008 |
| Submit final program descriptive report and final state performance indicators[Section 3.8.1] | November 15, 2008 |
| Develop and submit a local level evaluation report template [Section 3.6.2.2] | December 2008 |
| Conduct one ½ day training on the use of the developed template. [Section 3.7] | December 2008 |
| Conduct twenty-four (24) site visits in 16 programs [Section 3.5.2] | January 15 th – April 15 th |
| Submit draft of Preliminary Findings Report [Section 3.8.2] | April 2009 |
| Identify, develop and submit “best practice” strategies for continuous program improvement [Section 3.5.3] | June 2009 |
| One Power Point presentation to the NJ 21 st CCLC grantees and NJDOE staff explaining the findings of the first annual report [Section 3.8.4] | June 2009 |
| Submit presentation outline for 21 st CCLC Summer Institute conference [Section 3.8.4] | June 16, 2009 |
| Submit Final Preliminary Findings Report [Section 3.8.2] | August 30, 2009 |

CONTRACT YEAR TWO

| Tasks and Deliverables | Due Date |
|--|---|
| Planning sessions with NJDOE staff [Section 3.2.1] | to be held approximately twice a year [October and March] |
| Submit draft outline for the final comprehensive report [Section 3.8.3] | within thirty (30) business days after year 2 contract start date |
| Provide recommendations for improving the 21 st CCLC Monitoring Tool document [Section 3.5.3] | September 2009 |
| Submit presentation outline for regional training [Section 3.7] | September 15, 2009 |
| Conduct three (3) regional ½ day trainings for local level evaluators [Section 3.7] | October – December 2009 |
| Submit presentation outline for NJSACC conference | October 2009 |
| Present preliminary findings at the NJSACC conference [Section 3.8.4] | November 2009 |
| Submit presentation outline for national conference | January 2010 |
| Present preliminary findings at a national conference [either NAA, 21 st CCLC Summer Institute or Foundations] [Section 3.8.4] | February or March 2010 |
| Submit draft of Final Comprehensive Report [Section 3.8.3] | May 2010 |
| One Power Point presentation to the NJ 21 st CCLC grantees and NJDOE staff explaining the findings for the final comprehensive report [Section 3.5.3] | June 2010 |
| Final Comprehensive Report [Section 3.8.3] | September 30, 2010 |

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **six (6) full, complete and exact copies and one (1) unbound, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint

venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml> must be completed and submitted with the bid proposal.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/nibgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce, Economic Growth and Tourism Commission at (609) 292-2146.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>. Refer to section 7.1.2 of this RFP.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

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

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

4.4.4.2 CONTRACT MANAGEMENT

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

4.4.4.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

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

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

The bidder must specify the percentage of time that each individual will devote to the contract and the percentage of time committed to other projects or activities.

4.4.5.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes shall be structured in accordance with the attached format (Attachment 2) to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.

With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

The bidder must also specify the percentage of time that each individual will devote to the contract and the percentage of time committed to other projects or activities.

4.4.5.4 BACKUP STAFF

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

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

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the

services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.4.5.8 SUBCONTRACTOR(S)

All bidders must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new

subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

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

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

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 Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, 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 Agreement, 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 bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid 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 non-exclusive, 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.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any 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.

5.10 NEWS RELEASES

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

5.11 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 Director.

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or 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.

5.14 LATE DELIVERY

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

5.15 RETAINAGE

Not applicable to this RFP.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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 contracting officer setting forth the provisions of this nondiscrimination clause;

b) 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;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

5.21 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 Director.

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 bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost 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 bid 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 Director for the 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 Director 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 (OMB) and Office of Information and Technology (OIT).

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

5.22 FORM OF COMPENSATION AND PAYMENT

NJDOE estimates that this evaluation project will cost up to \$400,000 with payments based on the completion of tasks and deliverables listed in Section 3.0 of this RFP. The contractor shall submit an Interim and a Final Budget Expenditure Report, signed by the contractor's authorized signatory or his/her designee.

Payments shall be dispersed to the contractor as follows:

Year One

- 10% of the total contract price for year one will be released upon receipt and approval of the revised management work plan and list of NJDOE data needs;
- 25% of the total contract price for year one will be released upon receipt and approval of the final program descriptive report and final state performance indicators;
- 20% of the total contract price for year one will be released upon receipt and approval of the local level evaluation report template;
- 25% of the total contract price for year one will be released upon the completion of 24 site visits; and
- 20% of the total contract price for year one will be released upon receipt and approval of the final preliminary findings report.
-

Year Two

- 10% of the total contract price for year two will be released upon receipt and approval of the draft outline for the final comprehensive report;
- 15% of the total contract price for year two will be released upon receipt and approval of the recommendations for improving the 21st CCLC Monitoring Tool document;
- 25% of the total contract price for year two will be released upon completion of three (3) regional trainings for local level contractors;
- 25% of the total contract price for year two will be released upon completion of two conference presentations;
- 25% of the total contract price for year two will be released upon receipt and approval of the final comprehensive report.

5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this RFP

5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b) The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c) In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.23.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

2.2 Indemnification

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

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

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

5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

- d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the

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

5.24 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to 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:

- 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.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

Bidders will be evaluated on the following criteria:

- A. The bidder's general approach and plan in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidders documented experience in evaluating other afterschool or out-of-school time programs.
- D. The qualifications and experience of the bidder's management, supervisory, or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size, scope and purpose to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake, and successfully complete the contract. This judgment will include, but not limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

6.3.3 BID DISCREPANCIES

In evaluating bids, 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 corrected sum of the column of figures.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business

entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20433.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

Attachment 1

21st Century Community Learning Centers Program GOALS AND OBJECTIVES

Goal 1: To provide high-quality educational and enrichment programs that will enable students to improve academic achievement, and promote positive behavior and appropriate social interaction with peers and adults.

Objective 1.1: The agency will establish and maintain partnerships and collaborative relationships within the community to enhance students' access to a variety of opportunities.

Objective 1.2: Participating students will demonstrate increased positive behavior through the center infusing character education into components of the center's program.

Objective 1.3: Students regularly participating in the program will meet or exceed the state standards in reading and mathematics.

Objective 1.4: Students regularly participating in the program will demonstrate improved attendance, classroom performance, and decreased disciplinary actions or other adverse behaviors.

Goal 2: To implement activities that promote parental involvement and provides opportunities for literacy and related educational development to the families of participating students.

Objective 2.1: The agency will establish collaborative relationships that offer opportunities for literacy and related educational activities to the families of participating students.

Objective 2.2: At least 75% of the parents participating will increase involvement in the education of children under their care.

Objective 2.3: At least 75% of the parents of participating students will increase involvement in literacy-related activities with dependent children under their care.

Goal 3: To measure participants' progress and program effectiveness through monitoring and evaluating.

Objective 3.1: Throughout the grant period, the center will continually assess program implementation and effectiveness.

Objective 3.2: The center will measure students' in-school progress in the areas of academic achievement, behavior and social development.

Objective 3.3: Throughout the grant period, the center will use within-program measures and assessments of others (e.g., parents, program staff) to gauge direct program impact.

Objective 3.4: The center will measure the impact of the program on family members of participating students.

Attachment 2

The resumes should be formatted as depicted below.

Resume Format

Name:

Present Title:

Role for this Project: *Proposed role for the subject contract.*

Percentage of time that will be devoted to this contract as well as percentage of time that will be devoted to other projects.

Experience Summary: *Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.*

Job A:

Employed from (month/year) to (month/year):

Title:

Employer name, phone number, fax number and/or e-mail address:

Employer address:

Specific Project A:

Customer name:

Current telephone number, fax number and/or e-mail address:

Brief project description:

Time period individual assigned to project:

Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background

School name (post-secondary education):

Location:

Type and date of degree received:

Specialized Training

Type of training and dates attended (months/year):

References:

Provide the following information for each of two (2) references.

Name:

Position:

Current telephone number, fax number and/or e-mail address:

Relationship:

Price Sheet

Bidder Name _____

Statewide Evaluation of the
21st Century Community Learning Centers Program
Bid Number 08-X-0000

| <u>Line No.</u> | <u>Service Description</u> | <u>Quantity</u> | <u>Unit</u> | <u>Total Price</u> |
|-----------------------------------|--|-----------------|-------------|--------------------|
| 1. | All inclusive Firm fixed price for all tasks and deliverables for contract year one | 1 | Lump Sum | \$ _____ |
| 2. | All inclusive Firm fixed price for all tasks and deliverables for contract year two | 1 | Lump Sum | \$ _____ |
| Total Firm Fixed Bid Price | | | | \$ _____ |

Please Note: The bidder should submit a budget that supports and explains each total price submitted on its price schedule. The budget should include, but not be limited to, staff, estimated hours for each staff person and an all inclusive hourly rate for each staff person. Prices will be ranked using the Total Firm Fixed Bid Price.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

July 24, 2008

To: All Interested Bidders

Re: **RFP # 2009-X-20433**

**STATEWIDE EVALUATION OF THE 21st CENTURY COMMUNITY LEARNING CENTER
PROGRAM**

Bid Due Date: **August 19, 2008** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1

**RFP# 2009-X-20433
STATEWIDE EVALUATION OF THE 21ST CENTURY COMMUNITY
LEARNING CENTER PROGRAM**

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

| # | Page # | RFP Section Reference | Question | Answer |
|---|--------|-----------------------|----------|--------|
| | | | None | |

PART 2

**RFP# 2009-X-20433
STATEWIDE EVALUATION OF THE 21st CENTURY COMMUNITY
LEARNING CENTER PROGRAM**

Additions, Deletions, Clarifications and Modifications to the RFP

| # | Page # | RFP Section Reference | Additions, Deletions, Clarifications and Modifications |
|----------|---------------|------------------------------|---|
| 1. | 5 | 1.3.2 | Due to a delay in the posting of Addendum #1 (Questions and Answers), the bid opening date that was originally scheduled for August 1, 2008 will be changed to August 19, 2008. Therefore, proposals that are submitted in response to the Statewide Evaluation of the 21 st Century Community Learning Center Program RFP are due to the address located in Section 1.3.2 on page 5 of the RFP on August 19, 2008 at 2 p.m. |



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

August 4, 2008

To: All Interested Bidders

Re: **RFP # 2009-X-20433**

**STATEWIDE EVALUATION OF THE 21st CENTURY COMMUNITY LEARNING CENTER
PROGRAM**

Bid Due Date: **August 19, 2008** (2:00 p.m.)

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1

**RFP# 2009-X-20433
STATEWIDE EVALUATION OF THE 21st CENTURY COMMUNITY
LEARNING CENTER PROGRAM**

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

| # | Page # | RFP Section Reference | Question | Answer |
|---|---------|-----------------------|--|--|
| 1 | General | General | Please advise as to when the RFP will be available for this procurement. I received the notification Tuesday morning, but do not see the documents on the website. | The RFP was posted to the following website on June 20, 2008 and is available for download: https://wwwnet1.state.nj.us/Webdocs/Treasury/DPP/eBid/09-x-20433RFP.pdf . |
| 2 | General | General | Who is the current vendor(s) and what is the contract value? | There is no current vendor for this project. |
| 3 | General | General | What dollar amount has been budgeted for evaluation services? | Refer to the RFP, Section 5.22 Form of Compensation and Payment. |
| 4 | General | General | Will preference be given to in state vendors over out of state vendors? | No, the contract will be awarded to the bidder that provides the best value to the State, price and other factors considered. |
| 5 | 12 | 3.3.1 | 1) When individual programmers enter student attendance data, do they record that a student was present on a specific day or do they record the specific activities in which the student participated on each day? 2) In the PARS21 user manual, there are several different assessments listed for student outcomes. Which one is the state-mandated assessment? 3) To which grades is the state mandated assessment administered? 4) Is the state mandated assessment administered in the fall or spring? | 1) They record the specific activities in which the student participated on each day. 2) The teacher survey data must be completed by all grantees. State assessment data, e.g., NJASK4, may be available for many of the sites and should be analyzed. 3) Grades 4-8 4) Spring |
| 6 | 12 | 3.2.2.3 | Where is the NJDOE administration (3rd 3.2.2.3 (no quantitative data available?)) | Dates of site visits, conferences and technical assistance sessions and accompanying materials relative to the NJDOE administration of the program |

| # | Page # | RFP Section Reference | Question | Answer |
|----|--------|-----------------------|---|--|
| | | | | will be provided to the contractor upon award of the contract. The evaluation will be based on qualitative data gathered through interviews. |
| 7 | 4 / 12 | 1.2 / 3.3.2 | The contractor shall review the latest evaluation report from approximately fifty-five local grantees. (3.3.2) p 12: 55 vs 42 in section 1.2 The contractor will evaluate the 21st CCLC program focusing on the forty-two existing local programs of these successive cohorts. | There are 13 past grantees; 42 current grantees. The total of 55 grantees will require an evaluation report during the first year of the contract. In addition, there are 4 new grantees that will require an evaluation report and will be included in the grantee number for the second year of the contract for a total of 59 grantees. |
| 8 | 4 / 13 | 1.2 / 3.3.2 | This section indicates that NJ has awarded 55 grants; however the contractor will evaluate 42 existing programs. Then in section 3.3.2 on page 13, the RFP mentions 55 grantees. Can you clarify the number of grantees that are included in the evaluation? | Please refer to the answer provided in response to question #7. |
| 9 | 13 | 3.3.2 | Will the NJDOE provide copies of the local program evaluations to the contractor or is it the responsibility of the contractor to obtain them from the individual grantees? | NJDOE will provide copies of the local program evaluations to the contractor. |
| 10 | 13 | 3.3.2 | Would a local evaluator be permitted to run the statewide evaluation? | No, local evaluators are not permitted to act in this role. |
| 11 | 14 | 3.5.2 | There are 148 program sites. Can the NJDOE provide a list of program sites per grantee? | Yes, program site per grantee will be provided to the contractor upon contract award. |
| 12 | 14 | 3.5.2 | This section of the RFP specifies that “a minimum of 24 site visits” should be conducted throughout the contract term, although the timeline on page 18 notes that 24 site visits should be conducted between January 15th and April 15th in Year 1. No site visits are included in the timeline for Year 2. Does NJDOE wish to have all site visits completed in Year 1, or should they be spread out between the two years of the contract? | Yes, all site visits should be completed within the first year. |
| 13 | 14 | 3.5.4 | Are assessment scores and teacher survey data collected and reported for “non-public school participants”? | Assessment scores are not collected and reported; only teacher survey data. |

| # | Page # | RFP Section Reference | Question | Answer |
|----|---------|-----------------------|--|--|
| 14 | 11 / 14 | 3.2.2.2 / 3.5.3 | The contractor will use the information to provide technical assistance to 21st CCLC grantees - do they expect one-on-one assistance for the programs? | No, the grantees do not expect one-on-one assistance for the programs. |
| 15 | 14 / 18 | 3.5.2 / 3.10 | The RFP indicates that the 24 site visits can occur "throughout the contract term" however, in section 3.10 the site visits are listed in the first year of the contract. Can you please clarify? | The site visits must be completed in year one of the contract. |
| 16 | 16 | 3.7 | It is clear that you want the contractor to conduct training on new evaluation methods and to identify best practices. Do you also want the contractor to train grantees on the best practices identified from the evaluation? | As per Section 3.7, Training and Technical Assistance, "Training shall be available for all current grantees and shall be held in New Jersey". |
| 17 | 17 | 3.8.4 | The RFP states that the contractor shall "aid" NJDOE in presenting preliminary findings at 2 out-of-school conferences and assist in preparing materials. Is the contractor expected to attend and present at these conferences and will the contractor be responsible for Xeroxing materials? | Yes, the contractor is expected to attend and present at the conferences and will be responsible for Xeroxing materials. |
| 18 | 25 | 4.4.5.8 | Must you have a small business partner to be considered? | <p>In accordance with Section 4.4.5.8 (page 25) of the RFP:</p> <p>"should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request".</p> |

PART 2

**RFP# 2009-X-20433
STATEWIDE EVALUATION OF THE 21st CENTURY COMMUNITY
LEARNING CENTER PROGRAM**

Additions, Deletions, Clarifications and Modifications to the RFP

| # | Page # | RFP Section Reference | Additions, Deletions, Clarifications and Modifications |
|----|--------|-----------------------|--|
| 1. | NA | NA | None |