

**Request for Proposal (RFP)**

**Date:**

**JJC Bid #:**  2017- Substance Abuse Services

**For: Substance Abuse Services**

|  |  |  |
| --- | --- | --- |
| **Event** | **Date** | **Time** |
| **Questions and/or Request for Clarifications** **Due Date** | 7/6/17 |  |
| **Answers and/Clarifications** will be posted on the JJC website | 7/13/17 |  |
| **Mandatory Bidders Conference**  (Refer to RFP Section VI) | N/A |  |
| **Proposal Submission Date**  (Refer to RFP Section VIII) | 7/20/17 |  |

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the

Juvenile Justice Commission website <http://www.nj.gov/oag/jjc/rfps.htm>

RFP Issued By

State of New Jersey

Juvenile Justice Commission

PO Box 107

Trenton, New Jersey 08625-0307

**TABLE OF CONTENTS**

1. Purpose and Intent ………………………………………………………
2. Background……………………………………………………………….
3. Definitions…………………………………………………………………
4. Scope of Work………………………………………………………………
5. Mandatory Pre-Proposal Conference/Site Visit
6. Contract Term and Extension Option
7. Contract Transition
8. Submission of Proposal……………………………
9. Required Registration on State of NJ Treasury NJSTART …………………
10. Questions and/or Request for Information
11. Additional Information………………………………………………………
    1. Right to Waive
    2. Clarification of Proposal and/or Oral Presentation
    3. Contents of Proposal
    4. Price Alternation in Hard Copy Proposals
    5. Withdraw Bid/Proposals
    6. Joint Venture
    7. New Jersey Business Ethnic Guide
    8. Non-Collusion
    9. Security
    10. Confidentiality
    11. Disaster Plan
    12. Compliance with JJC Regulations and Information Consent
    13. Substitution or Addition of Subcontractor(s)
    14. Ownership of Material
12. **PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the New Jersey Juvenile Justice Commission (the Commission). The purpose of this RFP is to solicit proposals for the management of a program for substance abuse assessments.

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

The **Standard Language** **Document** will apply to all contracts or purchase agreements, made with the Commission. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

## BACKGROUND

The Juvenile Justice Commission (the Commission) is the single agency of State government with centralized authority for planning, policy development and provision of services in the juvenile justice system. The Commission’s three primary responsibilities are the care, custody, and rehabilitation of juvenile offenders committed to the agency by the courts; the support of local efforts to provide services to at risk and court involved youth; and the supervision of youth on juvenile parole. The Commission operates both secure facilities and residential group homes. Secure facilities are staffed by civilian and law enforcement personnel and provide a full range of services including, but not limited to education, vocational programming, counseling and medical services. Residential community homes (RCH) offer a less restrictive environment and are staffed by trained civilian staff. Each secure facility and RCH provides a full education curriculum aimed at the pursuit of a high school diploma or GED; various recreational activities; and instruction in life skills, health, and nutrition. Post-release planning and comprehensive individual reentry plans are developed for each resident to help with his or her transition from a Commission program to his or her home community.

Based upon the needs and the availability of funding, the Commission may contract with individuals and/or agencies to provide substance abuse services in its community programs and secure care institutions.

1. **DEFINITIONS**

ASAM – American Society of Addiction Medicine.

ASI – Addiction Severity Index.

Board Panel – Any two members of the Board convened for parole decision making purposes.

Certified alcohol and drug counselor (CADC): A person who holds a current, valid certificate as issued by the State Board of Marriage and Family Therapy Examiners and is permitted to counsel in the field of addiction.

Licensed clinical alcohol and drug counselor (LCADC):A person who holds a current, valid license issued by the State Board of Marriage and Family Therapy Examiners and is permitted to counsel and supervise in the field of addiction.

Staffing Vacancy – The absence of allocated personnel necessary for execution of the scope of work. All vacancies are reported to the State Contract Manager on a weekly basis, along with a written plan to remedy the deficit (e.g., recruiting, reallocation and to fill any of the vacant positions as specified in the matrix.

SASSI – Substance Abuse Subtle Screening Inventory.

Substance Abuse Assessment: A legal document that recommends a substance abuse level of care, using the American Society of Addiction Medicine (ASAM) criteria.

Substance AbuseAssessor: A person who holds a current, valid certification as a Certified Alcohol Drug Counselor (CADC) or Licensed Clinical Alcohol Drug Counselor (LCADC) as issued by

the state Board of Marriage and Family Therapy Examiners.

Substance Abuse Information System (SAIS) - Information in an electronic format pertaining to a resident’s substance abuse assessment and treatment.

Supervision:The direct review of a supervisee for accountability, teaching, training, administering, or clinical review by a supervisor in the same area of specialized practices as stated according to N.J.S.A. 45:1-25(a).

# SCOPE OF WORK

**Substance Abuse Assessments Secure Care for Burlington and Middlesex Counties**

The Commission is currently soliciting agencies to conduct up to 200 assessments per year for youth committed to its secure care facilities. Services include administering the SASSI and completing a biopsychosocial evaluation and recommending ASAM Level of Care. The assessments shall be completed within 5 working days of referral and will be reviewed and submitted to JJC within 3 days after completion of the assessment. All Assessors hired by the agency must minimally have a valid *Certificated Alcohol and Drug Counselor (CADC)* issued by the State Board of Marriage and Family Therapy Examiners.

Allowable expenses include billing for personnel and other administrative costs. Applicants shall provide a proposed budget summary with their submission. Quarterly billing will be submitted to the JJC.

**Substance Abuse Assessments Programs - Statewide**

The Commission is also currently soliciting agencies to conduct up to 215 assessments per year statewide for youth at county detention centers, Commission operated programs, probation/parole offices and/or other locations determined by the Commission. Services include administering the SASSI and ASI and making recommendations regarding ASAM Level of Care, treatment plans, discharge plans and community resources for all current PRCH. The assessments shall be completed within 5 working days of referral and will be reviewed and submitted to JJC within 3 days after completion of the assessment. All Assessors hired by the agency must minimally have a valid *Certificated Alcohol and Drug Counselor (CADC)* issued by the State Board of Marriage and Family Therapy Examiners.

Bidders shall provide a proposed all-inclusive rate per assessment/no show with their submission. Quarterly billing will be submitted to the JJC.

\*The bidder may bid on one or both services being requested.

1. **MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT**

# If requested by bidder. Mandatory Pre-Proposal Conference/Site Visit.

1. **CONTRACT TERM PERIOD AND EXTENSION PERIOD**

The term of a contract shall be for a period three (3) years contingent upon the availability of funds. The anticipated "Contract Period" is August 1, 2017 to June 30, 2020. Delays in the procurement process may result in a change to the anticipated start date, however this will not impact the length of the contract term. All pricing will remain fixed during this contract period.

1. **CONTRACT TRANSITION**

If a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational.

# SUBMISSION OF PROPOSAL

# NOTE: The exterior of all proposal packages must be labeled with the bid proposal number and the RFP submission deadline.

Vendors must submit one original with attachments (clearly marked as the “ORIGINAL”) and two (2) copies (clearly marked "COPY") to the attention of the Contracts Unit at the address below. A list of the required attachments described throughout the RFP can be found in section VIII. Proposals must be received, not postmarked, by 7/20/17 no later than 3:00 PM. Please note that any proposals received after this date and time will be automatically rejected.

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

NJ Juvenile Justice Commission

1001 Spruce Street, Suite 202

Trenton, NJ 08638

Attn: Donna Winkler, Contracts Supervisor

JJC Bid #: 2017 Substance Abuse Services

RFP Submission Deadline: 7/20/17

**PRICING:**

**Bidders for statewide services shall bid an all-inclusive rate per assessment utilizing the Agency Request for Proposal form. Bidders for secure care services shall bid based on agency cost data utilizing the Annex B Budget form.**

**JJC FACILITIES:**

**Substance Abuse Assessments Secure Care– Burlington and Middlesex Counties**

**Substance Abuse Assessments Programs - Statewide**

# FORMS, REGISTRATIONS, AND CERTIFICATIONS, if selected

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

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

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

**PLEASE NOTE: In accordance with the State of NJ Juvenile Justice Commission’s policies and procedures all selected contractors are required to have the clearance for standard background checks prior to employment.**

* National Crime Information Center (NCIC)
* Fingerprints
* Child Abuse Record Information Form (CARI)
* Training session on Prison Rape Elimination Act (PREA)

1. **Additional Information**

**QUESTIONS AND/OR REQUESTS FOR CLARIFICATION**

Questions and/or requests for clarification must be submitted [to JJC.Contract@jjc.nj.gov](mailto:to%20JJC.Contract@jjc.nj.gov) no later than 7/6/17 with the subject line Substance Abuse Services RFP.

### Revisions to the RFP

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

All RFP addenda will be issued on the Juvenile Justice Commission’s website. To access the addenda, the vendor must select the RFP on the web page at (<http://www.nj.gov/oag/jjc/rfps.htm>).

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

1. **ADDITIONAL**

**INFORMATION**

## RIGHT TO WAIVE

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

(1) The requirement is not mandated by law;

(2) All the otherwise responsive proposals failed to meet the mandatory requirement; and

(3) In the sole discretion of the Commission, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

## CLARIFICATION OF PROPOSAL AND/OR ORAL PRESENTATION

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

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

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

1. **CONTENTS OF PROPOSAL**

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

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

### PRICE ALTERATION IN HARD COPY PROPOSALS

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

### WITHDRAW BID/PROPOSAL

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

### JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Commission of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

#### NEW JERSEY BUSINESS ETHICS GUIDE

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at: <http://www.state.nj.us/treasury/purchase/ethics_guide.shtml>

#### NON-COLLUSION

By submitting a proposal, the bidder certifies as follows:

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

#### SECURITY

The contractor and its employees shall be subject to and shall comply with all security regulations and procedures of the Commission. Violation of security regulations or procedures may result in the contractor’s employee(s) being denied access to the facility.

In this event, the contractor shall provide alternate personnel to provide services, subject to approval by the Commission. The facility may deny entry to any contractor personnel, provided that the facility shall notify the Commission of such denial and the reasons as soon as practicable.

The contractor shall fill the positions of any personnel prohibited from working at any Commission facility.

#### CONFIDENTIALITY

The contractor and its employees shall comply with all rules and regulations pertaining to the confidentiality of information and records, as provided for at N.J.A.C. 10A:71-2.1 and HIPPA. The contractor and its employees shall not release any information, reports, etc., without the written consent of the Commission.

The contractor shall maintain the confidentiality and sensitive nature of the services it performs. All data stored on a computer must be backed-up and stored in locked cabinets, and all written data must be stored in secure files. The Contractor shall keep all programmatic, financial, and Contract records for a minimum period of seven years after the expiration or termination date of the Contract, except that if any litigation, claim or audit is started pursuant to Section 3.08, all records and supporting documents shall be retained until all such litigation, claims and audit findings are resolved. The retention period starts from the date of submission of the final report. The Contractor shall transfer to the custody of the Commission all records that the Commission determines must be retained for a longer period.

#### DISASTER PLAN

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

#### COMPLIANCE WITH JJC REGULATIONS AND INFORMED CONSENT

The contractor shall ensure specific compliance with the Commission’s administrative regulations regarding confidentiality, informed consent, PREA, and medical and legal access/disclosure (N.J.A.C. 10A:22 and HIPPA).

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

#### SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

#### 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 NJJJC and shall be delivered to the NJJJC upon thirty (30) Days’ notice by the NJJJC. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Bidder or Contractor’s Background IP as defined below, the work shall be considered “work for hire”, i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this contract, Contractor or Subcontractor hereby assigns to the NJJJC all right, title and interest in and to any such material, and the NJJJC shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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