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**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

REQUEST

FOR

PROPOSAL

FOR

Correctional Educational Services Specialist No. II

REQUEST FOR PROPOSALS

The Ocean County Board of Commissioners is requesting qualifications for vendors to provide a **Correctional Educational Services Specialist**.

The Request for Proposal (RFP) is available on the Ocean County Procurement Portal Website: <https://secure.procurenw.com/portal/oceancounty> or by contacting the Ocean County Purchasing Department at 732-929-2101.

All proposals must be received prior to **4:00pm**, prevailing time on **December 23, 2021**. The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated in this notice.

By order of the Board of Commissioners of the County of Ocean.

Signed: **GARY QUINN**
Director

JENNIFER BOWENS
County Purchasing Agent

INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests qualifications from vendors capable of providing a Correctional Educational Services Specialist for a two year contract term.

The successful vendor(s) must have a minimum of five years' experience in providing Correctional Education services for in incarcerated individuals in a correctional setting in order to prepare them for success upon release.

METHOD OF SUBMISSION

The County of Ocean is accepting **only electronic proposals** for this RFP. Submitting your proposal manually is cause for rejection.

You may only submit one (1) proposal. **DO NOT** submit a hard copy of your electronic submission.

SCOPE OF WORK

In this RFQ, the Ocean County Department of Corrections is soliciting a qualified individual to develop, implement and oversee the inmate education services program.

- A. The contract Correctional Educational Services Specialist shall develop, implement and oversee educational services as required by the N.J.S.A. Section 10A:31-26.2 - A certified teacher shall administer and supervise the Education Program. Educational courses available for inmates may include, but not be limited to Adult Basic Education, General Education Diploma (G.E.D.); and dc correspondence courses for both high school and college credits, English as a second language (ESL), and programs for the may be made available for inmates when deemed appropriate.
- B. The Correctional Educational Services Specialist shall develop and provide special education services to inmates under the Individuals with Disabilities Education Act and the Americans with Disabilities Act.
- C. The Educational Services Specialist shall be responsible for the development and implementation of a web-based educational program for Ocean county Department of Corrections inmates
- D. The Educational Services Specialist shall create an environment free of discrimination and harassment for all inmates and staff members with whom educational work is done
- E. The Educational Services Specialist shall be available in the jail a minimum of 40 hours a week according to a schedule approved by the Warden.
- F. Additional Work Requirements: The successful Educational Services Specialist will also be required to comply with the following conditions and/or work requirements:
 1. Provide educational program development,
 2. Plan, coordinate and conduct a regular schedule of educational services and activities that meet the educational needs of inmates in order to prepare them for successful re-entry into the community

3. Schedule and/or perform educational assessments of new inmates to determine their educational needs
4. Prepare and provide educational bulletins, schedules and other publications
5. Prepare reports on the activities and functions of Inmate Education Services on a monthly basis and any other reports as may be required.
6. Establish and maintain accurate files and records
7. Perform other related duties as required
8. Sign in and out at a place designated when arriving and departing OCDC
9. Abide by all security requirements of the Ocean County Department of Corrections.
10. Subcontractors must be identified and approved by OCDC prior to assuming any educational activities

QUALIFICATIONS

The Ocean County Department of Corrections requires the contract Education Specialist to have the following certifications and experience:

1. Certification as a teacher in the State of New Jersey
2. Five (5) years' experience in providing services for special needs inmates
3. Five (5) years' experience as a teacher in a New Jersey correctional setting.
4. Five (5) years' experience in the management of educational programs in a correctional setting
5. Two years' experience in the development and of web-based education.
6. All responders must submit to a criminal history background check and participate in mandatory security orientation training.

SELECTION CRITERIA

The Warden of the Ocean County Department of Corrections shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

- 25% Proposer's Understanding of the Project**
- 25% Experience and Qualifications**
- 25% Contractual Conditions**
- 25% Cost**

Proposer's Understanding of the Project: Proposals will be evaluated against the questions set forth below:

1. Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the proposer identified pertinent issues and potential problems related to the project?
3. Has the proposer demonstrated that they understand the deliverables the County expects them to provide?
4. Has the proposer fully responded to all the questions set forth herein?
5. Does the proposal depict a logical approach to fulfilling the requirements of the RFP?

Experience and Qualifications: Proposals will be evaluated against the questions set forth below:

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?

3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. Has the proposer demonstrated experience in completing similar projects?
5. How successful is the general history of the proposer regarding timely and successful completion of the projects?
6. Has the proposer provided letters of reference from previous clients?

Contractual Conditions: Proposals will be evaluated against the questions set forth below:

1. Has the proposer provided a sample Certificate of Insurance evidencing the required types and levels of insurance coverage?
2. If the proposer requested any modifications to the Specifications, are they reasonable and acceptable to the County?

Cost: Once the list of Proposers has been rated on the above scoring system, the cost proposals for the highest scoring vendors will be evaluated. The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set forth below:

$$\frac{(\text{lowest cost proposal}) \times (\text{max points})}{(\text{amount of proposal being rated})} = \text{points awarded}$$

PROPOSAL SUBMISSION REQUIREMENTS

All responses to the Request for Proposal ("RFP"):

1. Must be submitted electronically and must be received prior to 4:00PM, prevailing time on the date on which they are to be unsealed.
2. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

AWARD

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

INDEMNITY CLAUSE

The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and

description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

INSURANCE REQUIREMENTS

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- a. Liability arising out of the ownership, maintenance or use of any auto;
- b. Auto non-ownership and hired car coverage.
- c. Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested).

ADDITIONAL INFORMATION

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

The County of Ocean is exempt from any State sales tax or Federal excise tax.

“All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.”

PAY TO PLAY REQUIREMENTS

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

TRANSITIONAL PERIOD (excluding Professional Contracts)

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one month, at the County's request.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

COMPLETION OF DOCUMENTS

Proposer's shall complete all documents and acknowledge all terms included with this proposal package. All documents should be from this proposal package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.