

**REQUEST FOR PROPOSALS
TO PERFORM ORGANIZATIONAL REVIEW & ASSESSMENT
AT STATE PSYCHIATRIC HOSPITALS**

INTENT:

The New Jersey Health Care Facilities Financing Authority (the “Authority”) is seeking a qualified hospital management consulting firm that has extensive experience in psychiatric hospital management and administration (“Consultant”) to conduct a comprehensive analysis and make strategic recommendations for the State’s four adult psychiatric hospitals, one of which is a forensic center. Pursuant to Governor Christie’s Reorganization Plan 001-2017, which took effect on August 28, 2017, the Department of Health (the “Department”) is now charged with the responsibility and oversight of the Division of Mental Health and Addiction Services (“DMHAS”), inclusive of the administration of State psychiatric facilities. The Authority is seeking to engage an external Consultant to perform an assessment of the legacy organizational and operational issues affecting each psychiatric hospital and to provide recommendations to meet those challenges, with the overall goals of improving quality of patient care as well as supporting congruency between hospital staff and administration.

The Consultant shall assess oversight, management, operations, facilities, staffing, risk management, policies and procedures, as well as clinical, medical and nursing affairs of each hospital. Specifically, the Consultant shall address areas including but not limited to accountable patient care; the adequacy and appropriateness of hospital organizational structure; physical plant issues; employee recruitment, retention and training; workplace safety; governance; delivery of patient care and treatment; and discharge practices and planning. The Consultant shall also provide recommendations for enhancing cultural wellness in each facility.

The Consultant shall complete its evaluation of each facility and the results of this report will be presented to the Commissioner of the Department and Executive Director of the Authority no later than March 1, 2018.

SCOPE:

The facilities to be evaluated pursuant to this engagement include Ancora Psychiatric Hospital (“Ancora”), Greystone Park Psychiatric Hospital (“GPPH”), Trenton Psychiatric Hospital (“TPH”), and Ann Klein Forensic Center. All Hospitals are currently accredited by The Joint Commission. Ancora, GPPH, and TPH are also certified by Centers for Medicare & Medicaid Services.

Information regarding each of these facilities, including location, census information, and organizational charts can be accessed through <http://nj.gov/health/integratedhealth/>.

The Department will determine the order of evaluation; however, all facilities shall be evaluated and the report shall be completed no later than March 1, 2018.

ENGAGEMENT SPECIFICATIONS:

The Consultant is expected to complete the following tasks:

1. Assess the current inventory of services and implementation of evidence-based practices for a patient population in units such as admissions, acute and chronic psychiatric, gero-psychiatric, sub-acute medical, and dual-diagnostic for the mentally ill and developmentally disabled.
2. Assess staffing levels and needs at each facility.
3. Review all rules, policies, and procedures currently in effect at each facility.
4. Perform assessments of functional areas to identify operational and organizational gaps.
5. Identify and diagnose areas of risk or impediments to progress and recommendations or strategies to mitigate such challenges.
6. Propose recommendations, best practices, and strategies to address areas for improvement or efficiency, including but not limited to the following:
 - business process re-engineering;
 - management and operations;
 - governance and oversight;
 - risk management and mitigation;
 - physical plant issues from capital budgeting perspective;
 - clinical models and patient flow coordination;
 - discharge practices and planning;
 - staffing models, employee recruitment, and employee retention;
 - policies and procedures;
 - workplace safety; and
 - cultural wellness.
7. Outline key steps for implementing the recommendations, including identification of necessary internal or external stakeholder buy-in.
8. Assess the financial impact of the recommendations, including the estimated costs of additional staff resources, potential cost savings, or the need for capital expenditures.
9. Discuss how the Consultant's recommendations would best be implemented on a short-term (less than 1 year), intermediate (1-4 years), and long-term (more than 4 years) basis.
10. Provide regular updates to the Department and the Authority on the progress of the engagement.

The Consultant shall prepare a written report of its analysis of and recommendation for each facility and present to the Commissioner of the Department and the Executive Director of the Authority no later than March 1, 2018.

In addition to meeting with facility staff and leadership, the Consultant will meet with staff from the Department and the Authority at least once prior to preparing the report and at least once after the report is complete to field questions from staff.

The Department and the Authority will facilitate information gathering for the Consultant to conduct its work.

EVALUATION CRITERIA

The Authority will evaluate each proposal based on the following criteria:

- Demonstrated knowledge and experience providing innovative, results-driven guidance to improve hospital performance;
- Demonstrated experience in performing organizational assessments in a public hospital and, preferably, a psychiatric or behavioral health setting;
- Demonstrated knowledge of applicable State and federal laws, rules and regulations applicable to health planning;
- Ability to complete the engagement by March 1, 2018; and
- Price.

INFORMATION TO BE CONTAINED IN THE PROPOSAL

1. Name, address, telephone number, fax number and e-mail address of the firm and primary contact.
2. A brief descriptive statement of not more than two pages about the firm.
3. Name, role, and credentials of individuals who will be assigned to the Authority's account.
4. A brief description of the firm's experience with similar engagements, including data sources used.
5. Proposed fee and expenses.
6. The proposed approach to the engagement.
7. A description of data not available from existing sources that the firm will need to prepare the report.
8. Whether the firm or any of its owners and employees have any relationships and/or conflicts with the Authority or any of the facilities covered in this study. If so, please elaborate.
9. At least three but no more than five references from prior engagements.

PROPOSALS MUST BE RECEIVED BY THE AUTHORITY BY 3:00 P.M. ON MONDAY, NOVEMBER 13, 2017, AT THE FOLLOWING LOCATION:

Electronic Mail:

mhopkins@NJHCFFA.com

Overnight/Hand Delivery* Address:

New Jersey Health Care Facilities Financing Authority
Station Plaza, Building #4
22 South Clinton Avenue
Trenton, NJ 08609-1212

*If sending via overnight or hand delivery, please include five (5) copies of the proposal.

Questions regarding this proposal should be directed to Mark Hopkins, Executive Director, New Jersey Health Care Facilities Financing Authority at 609-292-8585 between 9:00 a.m. and 5:00 p.m. weekdays.

The Authority reserves the right to reject any and all proposals.

BY SUBMITTING A RESPONSE TO THIS PROPOSAL, THE BIDDER AGREES TO THE PROVISIONS OUTLINED IN THE ATTACHED “TERMS AND CONDITIONS.”

New Jersey Health Care Facilities Financing Authority
Standard Terms and Conditions
Revised 10/23/17

By submitting a proposal in response to the Request for Proposal (“RFP”) for services, the Bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, “Standard Terms and Conditions” or “NJHCFFA ST&C”) are part of any Contract(s) awarded as a result of the RFP unless specifically and expressly modified by reference in the RFP or in a writing executed by an authorized officer of the Authority.

I. Definitions: As used in these Standard Terms and Conditions, the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire Contract unless otherwise defined therein.

“Authority” means the New Jersey Health Care Facilities Financing Authority. The Authority is the intended beneficiary of the Contract.

“Bidder” means any person or entity submitting a proposal in response to the RFP to provide the Authority services specified in the RFP.

“Contract” means a mutually binding legal relationship obligating the Contractor to furnish services and the Authority to pay for them. The Contract consists of these Standard Terms and Conditions, the RFP, the proposal submitted by the Contractor, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the “Contract” does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by a writing signed by an authorized officer of the Authority and of the Contractor.

“Contractor” means the person or entity which submits a proposal in response to the RFP and to whom (or which) the Contract is awarded.

“Request for Proposal” means a request for offers or proposals to provide the sought after services as specified herein.

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions: These Standard Terms and Conditions are automatically incorporated into the Contract unless the Bidder/Contractor is specifically instructed otherwise in the RFP or in any other amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

This Contract awarded, and the entire agreement between the parties, as a result of this RFP shall consist of this RFP, the NJHCFFA ST&C, any addenda to this RFP, the Contractor’s Proposal, and the Authority’s Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

- A. The New Jersey Health Care Facilities Financing Authority Standard Terms and Conditions (NJHCFFA ST&C) accompanying this RFP;
- B. All remaining sections of the RFP, as may be amended by addenda; and

C. The Contractor's Proposal as accepted by the Authority.

III. Bidder Requirements:

A. **MacBride Principles:** The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

B. **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 party;
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 deadline;
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; and
5. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) 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.

C. **Ownership Disclosure Form:** Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must complete an Ownership Disclosure Form.

1. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Bidder's failure to submit the completed and signed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a Contract to said Bidder unless the signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Proposal submission deadline for this procurement is on file. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Proposal.
2. In the alternative, to comply with this section, a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

D. **Disclosure of Investment Activities in Iran:** Pursuant to N.J.S.A. 52:32-58, the Bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one (1) 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 the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder's failure to submit the completed and signed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a Contract to said Bidder.

IV. Contractor's Status and Responsibilities:

- A. **Contractor's Status:** The Contractor's status shall be that of an independent Contractor and not that of an employee of the State or the Authority.
- B. **Contractor's Certification as to its Representations:** The Contractor certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Contractor agrees that the violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for termination of the Contract award. In addition, the Contractor's violation of any statute or regulation relating to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Contractor's enforcement of its rights under the Contract including any and all claims at law or equity.
- C. **Contractor's Performance:** The Contractor agrees to perform in a skillful and timely manner all services set forth in the Contract. The Contractor has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Contractor's ability to be awarded or to perform its obligations under the Contract.
- D. **Responsibilities of Contractor:**
 - 1. The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Contractor under the Contract.
 - 2. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority of any rights under the Contract or of any cause of action arising out of the Contractor's performance of the Contract.
 - 3. The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the Authority has or may have for latent defects or errors or other breaches or warranty or negligence.
 - 4. The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the Authority may have against the Contractor.
- E. **Investigation:** By submitting a proposal in response to the RFP, the Bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.
- F. **Cost Liability:** The Authority assumes no responsibility and no liability for costs incurred by the Bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.

G. Indemnity/Liability to Third Parties:

1. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, its employees and attorneys from and against any and all claims, demands, suits, actions, recoveries, judgments, liabilities and costs and expenses which may arise out of the breach of any term of the Contract or the default thereunder by the Contractor, its employees, servants or agents and on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services supplied under this Contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
2. The Contractor shall hold and save the Authority, 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 uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.
3. The Contractor further agrees that:
 - a. any approval by the Authority of the work performed by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;
 - b. the Authority assumes no obligation to indemnify or save harmless the Contractor, its agents, servants or employees for any claim which may arise out of its performance of the Contract; and
 - c. the provisions of this indemnification shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

H. Insurance: The Contractor shall secure and maintain in force for the term of the Contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 60 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The Contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the Contract or Purchase Order number and Contract Title in the Description of Operations box and shall list the New Jersey Health Care Facilities Financing Authority, Station Plaza, Building #4 22 South Clinton Avenue, P.O. Box 366, Trenton, NJ 08625-0366 in the Certificate Holders Box. The certificates and any notice of cancellation shall be submitted to the Authority.

The insurance to be provided by the Contractor shall be as follows:

1. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
2. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement

or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;

3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - a. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - b. \$1,000,000 DISEASE EACH EMPLOYEE; and
 - c. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1 million amount may have been raised by the RFP when deemed necessary by the Authority.

- I. **Availability of Records:** The Authority has the right to request, and the Contractor agrees to furnish free of charge, all information and copies of all records and documents which the Authority requests. The Contractor shall allow the Authority to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contractor pursuant to the Contract. Any failure by the Contractor to maintain or produce such records or to otherwise cooperate with the Authority may be, at the Authority's discretion, cause for termination of the Contract award and/or suspension or debarment of the Contractor from the Authority.
- J. **Data Confidentiality:** All data not otherwise publicly available contained in documents supplied by the Authority after the award of the Contract, any data not otherwise publicly available gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the Authority. The Contractor is required to use reasonable care to protect the confidentiality of the data. Any use, sale or offering of this data in any form by the Contractor, his employees, agents, servants or assignees will be considered in violation of the Contract and will cause the information to be reported to the State Attorney General for possible prosecution. Penalties for violations of this provision include, but are not limited to, termination of the Contract award and/or legal action without the Authority being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.
- K. **No Waiver of Warranties or Remedies at Law or Equity:** Nothing in the Contract shall be construed to be a waiver by the Authority or any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an authorized officer of the Authority. Further, nothing in the Contract shall be construed to be a waiver by the Authority of any remedy available to the Authority under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an authorized officer of the Authority.
- L. **Ownership of Documents:** All documents and records, regardless of form, prepared by the Contractor in fulfillment of the Contract shall be transmitted to the Authority and shall become the property of the Authority.
- M. **Publicity:** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by the Authority.
- N. **Services to Performed in United States:** Services under the Contract, including any subcontracted services, will be performed in the United States. If, during the term of the Contract, the Contractor or subcontractor has declared that services will be performed in the United States and proceeds to shift services outside of the United States, the Contractor shall be deemed in breach of Contract, unless the State contracting agency shall first have determined in writing that extraordinary circumstances require the shift of services or that a failure to shift the services would result in economic hardship to the State of New Jersey.

O. Vendor's Confidential Information:

1. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
2. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's Quote {Proposal} as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
3. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
4. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
5. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
6. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
7. Notwithstanding the requirements of nondisclosure described in Section III-O, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section III-O(5), or if Contractor is unsuccessful in defending its rights as described in Section III-O(5), or O(2) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section III-O(6), or if the State is unsuccessful in defending its rights as described in Section III-O(6).

P. Data Security Standards:

1. Data Security: The Contractor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.
 - a. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps); and
 - b. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance

Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard;

2. **Data Transmission:** The Contractor must only transmit or exchange Authority or State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor must only transmit or exchange data with the Authority or State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
 3. **Data Storage:** All data provided by the Authority or State of New Jersey or data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the Project Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Project Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the Authority or State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer Authority or State data outside of the United States.
 4. **Data Scope:** All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.
 5. **Data Re-Use:** All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind must be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Project Manager.
 6. **Data Breach: Unauthorized Release Notification:** The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the Project Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the Authority.
 7. **End of Contract Data Handling:** Upon termination/expiration of this Contract, the Contractor must first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of Authority or State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven (7) days of the request of an agent of the State whichever shall come first.
- Q. 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 comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the RFP, the Contractor shall supply the Project Manager with evidence of all such licenses, permits and authorizations. This evidence shall be

submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Bidder in its Proposal.

- R. **Contractor Set-Off for State Tax Notice:** Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under Contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 *et seq.*), to the taxpayer shall be stayed.

IV. Contractual Relationship:

- A. **Contract Term and Extension Option:** The base term of this Contract shall be for a period of six (6) months. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a Contract for the full term of this Contract.

This Contract may be extended up to six (6) months, by the mutual written consent of the Contractor and the Authority at the same terms, conditions, and pricing at the rates in effect at the end of the Contract term or at rates more favorable to the State.

- B. **Contract Amendment:** Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Authority.

- C. **Additional Work and Special Projects:** The Contractor shall not begin performing any additional work or special projects without first obtaining the Project Manager's recommendation and the Authority's written approval.

In the event of additional work and/or special projects, the Contractor must present a written Proposal to perform the additional work to the Project 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 shall 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 this Contract.

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

- D. **Authority's Option to Reduce Scope of Work:** The Authority has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this Contract. In such an event, the Authority shall provide to the Contractor advance written notice of the change in scope of work and what the Authority believes should be the corresponding adjusted Contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

1. If the Contractor does not agree with the Authority's proposed adjusted Contract price, the Contractor shall submit to the Authority any additional information that the Contractor believes impacts the adjusted Contract price with a request that the Authority reconsider the proposed adjusted Contract price. The parties shall negotiate the adjusted Contract price. If the parties are unable to agree on an adjusted Contract price, the Authority shall make a prompt decision taking all such information into account, and shall notify the Contractor of the final adjusted Contract price; and
 2. If the Contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted Contract, the Contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the Contractor shall submit to the Authority an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Authority may request. The Authority shall make a prompt decision taking all such information into account, and shall notify the Contractor of the compensation to be paid for such work effort.
- E. **Assignment:** The Contractor shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of the Authority. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of the Authority shall not relieve the Contractor of any duty, obligation or liability assumed by it under the Contract and shall be cause for termination of the Contract award.

F. **Mergers, Acquisitions and Dissolution:**

1. **Merger or Acquisition:** If, subsequent to the award of any Contract, resulting from the RFP, the Contractor shall merge with or be acquired by another firm, the Authority may terminate the Contract award upon ten (10) days notice to the Contractor. In such case, the provisions of VI. C. and D. shall apply.
2. **Dissolution:** If, during the term of the Contract, the Contractor's partnership, joint venture or corporation shall dissolve, the Authority must be so notified. Upon receipt of such notice, the Authority may terminate the Contract, in which case the provisions of VI. C. and D. shall apply. If the Contractor is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture. **Notice:** The Contractor shall promptly provide notice to the Authority of all information related to its merger, acquisition and/or dissolution.

V. **Mandatory Compliance with Law:** The Contractor's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and is available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

1. **Corporate Authority:**

1. All New Jersey corporations must obtain a Certificate of Incorporation from the New Jersey Division of Revenue and Enterprise Services prior to conducting business in the State of New Jersey.
2. If a Bidder is a corporation incorporated in a state other than New Jersey, the Contractor must obtain a Certificate of Authority to do business from the New Jersey Division of Revenue and Enterprise Services prior to receipt of the final Contract award. Within seven (7) days of its receipt of a notice of intent to award, the successful Bidder shall provide either a certification or notification of filing with the New Jersey Division of Revenue and Enterprise Services. Further, in accordance with Public Law 2001, c. 134, which requires all contractors and subcontractors provide proof of their registration with the Department of the Treasury, Division of Revenue and Enterprise Services, the Contractor must submit a copy of their "Business Registration Certificate" to this Authority within 30 days of enactment of this Agreement. Failure to comply may result in the Authority withdrawing the notice of intent to award.

If the Bidder awarded the Contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the Bidder shall execute a power of attorney designating the New Jersey Division of Revenue and Enterprise Services as his true and lawful attorney for the sole purpose of receiving process in any civil action which may arise out of the performance of the Contract. The appointment of the Secretary of State shall be irrevocable and binding upon the Bidder, his heirs, executors, administrators, successors and assigns. Within ten (10) days of receipt of this service, the New Jersey Division of Revenue and Enterprise Services shall forward same to the Bidder at the address designated in the Bidder's proposal.

B. Affirmative Action: During the performance of the Contract, the Contractor agrees to comply with the Affirmative Action Program for Public Works Contracts N.J.S.A. 10:2-1 through 10:2-4 and P.L. 1975, c. 127 (N.J.S.A. 10:5-31 *et seq.*) and the Rules and Regulations promulgated pursuant thereto, as follows:

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, and marital status, affectional or sexual orientation. 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, sex affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor 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, sex, affectional or sexual orientation.

The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the Authority's contracting officer, advising the labor union or worker's representative of the Contractor's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms to the principles of job-related testing, as established by applicable Federal Law and applicable Federal Court decisions.

The Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

The Contractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).**Americans with Disabilities Act:** The Contractor shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C. , Sec. 12101, *et seq.*

C. **Bidders Warranty:** By submitting a proposal in response to the RFP, the Bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. The penalty for breach or violation of this provision may result in termination of the Contract award without the Authority being liable for damages, costs and/or attorney fees or, in the Authority's discretion, a deduction from the Contract price or consideration the full amount or such commission, percentage, brokerage or contingent fee.

D. **Standards Prohibiting Conflicts of Interest:** The following prohibitions shall apply to all contracts made with the Authority.

1. No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an officer or employee of the Authority from any State Bidder or Contractor shall be reported in writing forthwith by the vendor to the Attorney General.
3. No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or other agreement express or implied, or sell any interest in such Contractor to any officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.
4. No Contractor shall influence, or attempt to influence or cause to be influenced any officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said officer or employee.
5. No Contractor shall cause or influence, or attempt to cause or influence, any officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Contractor or any other person.
6. It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

VI. Termination of the Contract Award: The Authority may terminate the Contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

A. **Change of Circumstances:** Where circumstances change and/or the needs of the Authority change, or the Contract is otherwise deemed by the Authority to no longer be in the public interest, the Authority may terminate the Contract award upon no less than thirty (30) days' notice to the Contractor. In the event of such a termination of the Contract award, the Contractor shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.

B. For Cause:

1. Where a Contractor fails to perform or comply with the Contract, the Authority may terminate the Contract award upon ten (10) days' notice to the Contractor.

2. The Authority's right to terminate the Contract award for cause includes violation of state and federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Contractor to fulfill its contractual obligations. The Authority may also terminate any Contract with a federally debarred Contractor or a Contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

C. Upon a termination of the Contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered in the date of termination that portion of the fee which the services actually and satisfactorily performed by it, as determined by the Authority, shall bear to the total services contemplated under the Contract, less payments previously made.

D. Upon termination of the Contract award, the Authority may acquire the services which are the subject of the Contract from another source and may charge the Contractor whose Contract award has been terminated the difference in price, and the said Contractor shall be liable for same.

VII. Contract Pricing and Compensation: The Contractor shall submit an invoice on a quarterly basis. Payment will not be made until the Authority has approved payment.

A. **Price Fluctuation During Contract:** Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of Contract or purchase order and shall not be subject to increase during the period of the Contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Authority must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to Section V-B(1).

B. **Tax Charges:** The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

C. **New Jersey Prompt Payment Act:** The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires State agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

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

VIII. **Notices:** All notices required under the Contract shall be in writing and shall be validly and sufficiently served by the Authority upon the Contractor, and vice versa, if addressed and mailed by certified mail to the addressee set forth in the Contract. Notice to the Authority shall be mailed to the following address:

P.O. Box 366
Trenton, NJ 08625-0366

Overnight Address:
Station Plaza, Building #4
22 South Clinton Avenue
Trenton, NJ 08609-1212

IX. **Claims:** All claims against the Authority by the Contractor concerning interpretation of the Contract, Contractor performance and /or termination of the Contract award shall be subject to the New Jersey Tort Claims Act N.J.S.A. 59:1-1, *et seq.* and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, *et seq.*

X. **Applicable Law:** This agreement and any and all litigation arising therefrom or related thereto shall be governed by the applicable law, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

XI. **Requirements of Executive Order 134:** In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004. Public Law 2005, c.51 codified Executive Order 134. Pursuant to the requirements of Public Law 2005. c.51 (herein after "EO 134"), the terms and conditions set forth in this section are material terms of any Contract resulting from this RFP:

A. **Definitions:** For the purpose of this section, the following shall be defined as follows:

1. Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.10:44A-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.* Currently, contributions in excess of \$400 during a reporting period are deemed “reportable” under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.
2. 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. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10percent 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 26 U.S.C.A. 527 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.

B. **Breach of Terms of Executive Order 134 Deemed Breach of Contract:** 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 EO 134, (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 EO 134; (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 EO 134; 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 EO 134.

C. Certification and Disclosure Requirements

1. The Authority 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.
2. 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 Executive Order 134 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 N.J. Department of the Treasury’s Procurement 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. The intended awardee shall submit to the Division, in care of the Authority, the Certification and Disclosure(s) within five (5) business days of the Authority’s request. Failure to submit the required forms will preclude award of a Contract under this RFP, as well as future Contract opportunities.
3. 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 N.J. Department of the Treasury’s Procurement 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.
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.
5. **Annual Disclosure Statement:** The Contractor hereby acknowledges that it has been advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”) pursuant to N.J.S.A. 19:44A-20.13 (L. 2005, c. 271, section 3) if the Contractor enters into agreements or contracts such as this agreement, with a public entity, and receives compensation or fees in excess of \$50,000 or more in the aggregate from public entities, such as the Authority, 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.

6. **Pay to Play Representations:** The Contractor represents and warrants that all information, certifications and disclosure statements previously provided in connection with L. 2005, c. 51 and Executive Order No. 117 (2008) (“EO 117”), are true and correct as of the date hereof and all such statements have been made with full knowledge that the Authority and the State of New Jersey (the “State”) will rely upon the truth of the statements contained therein in engaging the Contractor. The Contractor agrees that it shall maintain continued compliance with L. 2005, c. 51, EO 117 and regulations promulgated thereunder during the term of this Agreement. The Contractor acknowledges that upon its failure to make required filings thereunder or the making of a contribution prohibited thereunder, the Authority may terminate this Agreement and any remedies available to the Authority may be exercised against the Contractor at law or in equity.