



**State of New Jersey**  
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
POST OFFICE BOX 340  
TRENTON, NJ 08625-0340

PHILIP D. MURPHY  
Governor  
Commander-in-Chief

SHEILA OLIVER  
Lieutenant Governor

★  
LISA J. HOU, D.O.  
Brigadier General  
The Adjutant General

April 12, 2023

Re: Bid Solicitation: **Homes Management**

It is the intent of the New Jersey Department of Military and Veterans Affairs (DMAVA) to make a Contract award to the following Bidders in accordance with the Proposals submitted in response to the above referenced Bid Solicitation:

- 1) Bidder, Interim Quality Partners, LLC is awarded the Menlo Park Veterans Memorial Home and the Vineland Veterans Memorial Home**
- 2) Bidder, Care Plus Bergen, LLC is awarded the Paramus Veterans Memorial Home.**

This award is being made in accordance with the evaluation procedure set forth by DMAVA. All Proposals were evaluated by an Evaluation Committee and were scored according to the content of the proposals against the defined parameters set forth in the Bid Solicitation; Price Sheets were also taken into consideration.

Thank you for the time and effort expended by your firm in the preparation of your Proposal. The Department welcomes your continued interest in future bidding opportunities.

Respectfully,

A handwritten signature in blue ink, appearing to read "Eugene G. Pryor III".

Eugene G. Pryor III  
Supervising Administrative Analyst





## **Bid Solicitation #     Administrative Management and Consulting Services for the New Jersey Department of Military and Veterans Affairs Nursing Home Facilities**

	<b>Date</b>	<b>Time</b>
<b>Due Date For Electronic Questions</b> Refer to Bid Solicitation <a href="#">Section 2.1</a> for more information.	<b>January 20, 2023</b>	<b>2:00 PM</b>
<b>Mandatory Site Visit: Menlo Park Veterans Memorial Home</b> Refer to Bid Solicitation <a href="#">Section 2.4</a> for more information.	<b>January 4, 2023</b>	<b>10:00 AM</b>
<b>Mandatory Site Visit: Paramus Veterans Memorial Home</b> Refer to Bid Solicitation <a href="#">Section 2.4</a> for more information.	<b>January 5, 2023</b>	<b>10:00 AM</b>
<b>Mandatory Site Visit: Veterans Memorial Home at Vineland</b> Refer to Bid Solicitation <a href="#">Section 2.4</a> for more information.	<b>January 6, 2023</b>	<b>10:00 AM</b>
<b>Quote Opening Date</b> Refer to Bid Solicitation <a href="#">Section 3</a> for more information.	<b>January 31, 2023</b>	<b>2:00 PM</b>

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time.

All changes will be reflected in Bid Amendments to the Bid Solicitation and will be posted to the DMAVA website at:

<https://www.nj.gov/military/>

**Bid Solicitation Issued By:**

State of New Jersey  
Department of Military and Veterans Affairs  
Fiscal Division  
P.O. Box 340  
Trenton, New Jersey 08625-0340

Date: **June 2, 2023**

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## 1 INTRODUCTION AND SUMMARY OF THE BID SOLICITATION

The New Jersey Department of Military and Veteran's Affairs (DMAVA) seeks to engage up to three (3) Vendors with the expertise and capacity to provide:

- 1) Interim supervisory staff and consulting services at the Menlo Park Veterans Nursing Home;
- 2) Consulting services at the Paramus Veterans Nursing Home and Vineland Veterans Nursing Home as more specifically described in Section 4.0.
- 3) An overview of the services include:
  - **Immediately at Menlo Park:**
    - One, full-time, on-site, interim Licensed Nursing Home Administrator (LNHA), one, full-time, on-site, interim Assistant Nursing Home Administrator - Clinical (ANHA-Clinical), and one, full-time, on-site, interim Director of Nursing (DON) for systemic improvement initiatives.;
    - Consulting services to assist DMAVA to review current staff and, as appropriate, hire select, key permanent facility staff, thus requiring facility oversight while personnel searches are conducted;
    - Consulting services to review and provide recommendations for improvement to all facility operations, policies and procedures to ensure the facility is quickly improved so that it is meeting or exceeding the necessary standards of care for nursing homes.
    - Consulting services to oversee the implementation of all approved recommendations for improvement to all facility operations, policies and procedures to ensure the facility is quickly improved so that it is meeting or exceeding the necessary standards of care for nursing homes.
  - **Phased-in at New Jersey Veteran's Homes in Vineland and Paramus:**
    - Consulting services to evaluate and, where necessary, make corresponding improvements to the operation of these two other veterans' nursing homes, as detailed in sections 4.2 and 4.3
    - Consulting services to review and if needed, recommend revisions to the operations, policies and procedures of the DMAVA Division of Veterans' Services, Healthcare;
    - Phase-in schedules at these two Homes shall be developed by DMAVA in consultation with the Vendor.
- 4) All other services as detailed in Section 4.0

### 1.1 BACKGROUND

New Jersey has a long and proud tradition of commitment to the State's veterans and has operated veterans' homes since 1866. Since then the State has provided high quality residential and skilled nursing home care for all eligible veterans, including rehabilitative care, with a special focus on serving veterans' unique needs.

Presently, DMAVA's Division of Veteran's Health Care operates the State's three modern, licensed long-term care nursing homes, Paramus Veterans Memorial Home, Menlo Park Veteran's Memorial Home and Vineland Veterans Memorial Home. Information about the homes can be found at Veterans Memorial Homes <https://www.nj.gov/military/veterans/memorial-homes/> Notwithstanding a concerted effort to maintain the standards of care in this challenging public health climate, a survey by the New Jersey Department of Health (NJDOH), Mission Critical Team found that the Menlo Park Veteran's Memorial Home was not meeting or exceeding all required levels of care. In response, the Centers for Medicare and Medicaid Services (CMS) halted admissions to the Menlo Park Veteran's Memorial Home. CMS has taken no action with regard to Paramus and Vineland.

The NJDOH Mission Critical Team is composed of experienced healthcare administrators and infection preventionists sent to the facility to offer guidance and support in making improvements.

This Bid Solicitation is the next step in the Governor's and DMAVA's commitment to improving the three (3) New Jersey Veterans Nursing Homes and providing New Jersey Veterans with the highest quality of care.

### 1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of: (1) the final Bid Solicitation as issued, (2) the responses to questions received as described in section 2.1, (3) the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions, (4), State of New Jersey Standard Terms and Conditions (5) the Quote, and if applicable (6) any Bidder responses to clarifications; (7) a Bidder's Best and Final Offer, (8) other negotiated document, and/or (9) third party document. 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 as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by DMAVA, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the Bid Solicitation, the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the Bid Solicitation, the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Conditions shall prevail.

## **2 PRE-QUOTE SUBMISSION INFORMATION**

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

### **2.1 QUESTION AND ANSWER PERIOD**

**DMAVA will ONLY accept questions and inquiries from all potential Bidders via email at: [FDProcurements@dmava.nj.gov](mailto:FDProcurements@dmava.nj.gov).** Questions should be tied directly to this Bid Solicitation, the DMAVA Price Sheet, Form, or Attachment; and should reference the specific Bid Solicitation Section or document to which it relates.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the cover page of this Bid Solicitation. In the event that questions are posed by Bidders, answers to such questions will be issued by Bid Amendment and posted on the DMAVA website at: <https://www.nj.gov/military/>

A Bidder shall not contact any DMAVA staff directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to Contract award.

### **2.2 EXCEPTIONS TO THE WAIVERED CONTRACTS SUPPLEMENT TO THE STATE STANDARD TERMS AND CONDITIONS AND THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)**

Questions regarding the Waivered Contracts Supplement to the State Standard Terms and Conditions, State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements **MUST** be posed during the Electronic Question and Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s).

### **2.3 BID AMENDMENTS**

Bid Amendments, if any, will be via the addition of questions and answers as described in section 2.1. Any Bid Amendment will become part of this Bid Solicitation and part of any Contract awarded.

It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this procurement.

### **2.4 MANDATORY SITE VISIT**

**Three** Mandatory Site Visits are scheduled for this procurement on the dates set forth on the cover page of this Bid Solicitation at the locations indicated below:

- 1) Menlo Park Veterans Memorial Home  
132 Evergreen Rd  
Edison, NJ 08837
- 2) Paramus Veterans Memorial Home  
1 Veterans Way  
Paramus, NJ 07652
- 3) Veterans Memorial Home at Vineland  
524 NW Blvd.  
Vineland, NJ 08360

Notes:

- 1) Please meet at the main entrance to each facility at the times listed above.
- 2) COVID-19 rapid tests will be administered prior to admittance into the facilities. Evidence of COVID-19 will prevent admittance into the facility. DMAVA will add a site visit date if this occurs.
- 3) An attendee may represent only one (1) potential Bidder.

- 4) A Quote from any Bidder that was not represented at the Mandatory Site Visit will be rejected. All attendees shall enter requested information on the site visit sign-in sheet to assure bidder representation at the site visit.
- 5) No questions or inquiries will be accepted or answered during the mandatory/optional site visit. All questions must be submitted through the Questions and Answer process.
- 6) **NOTE: Bidders must register to attend the site visit(s) prior to the date of the site visit** by emailing [fdprocurements@dmava.nj.gov](mailto:fdprocurements@dmava.nj.gov) with the Bidder's company name and names, email addresses, and cell phone numbers of all attendees. Bidders not registered to attend will not be admitted into the site visit and are not eligible to submit a quote. Note: Bidders are required to attend site visits only at the facility(s) that they wish to submit a quote.

## 2.5 CRIMINAL BACKGROUND CHECKS

Be advised that DMAVA requires mandatory criminal history background checks and drug screenings for all Vendor onsite staff prior to working at the facilities.

## 3 QUOTE SUBMISSION REQUIREMENTS

### 3.1 QUOTE SUBMISSION

In order to be considered for Contract award, the Quote must be received at the following email address by the date and time on the cover page of this Bid Solicitation. Bids must be emailed to [FDProcurements@dmava.nj.gov](mailto:FDProcurements@dmava.nj.gov)

#### NOTES:

- 1) Bidders may choose to submit a Quote for one (1) or more of the three (3) facilities. However, Bidders must bid all pricing lines and each of the three contract years for the facility(s) selected for bid.
- 2) A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

### 3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this Bid Solicitation. DMAVA assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this Bid Solicitation or any pre-contract award costs incurred.

### 3.3 QUOTE ERRORS

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Bidder may withdraw its Quote as described below.

#### 3.3.1 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

A Bidder may withdraw its Quote submission prior to the Quote opening by submitting an email request to [fdprocurements@dmava.nj.gov](mailto:fdprocurements@dmava.nj.gov). The Bidder may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission.

### 3.4 BID SECURITY

Not applicable to this bid solicitation.

### 3.5 QUOTE CONTENT

#### 3.5.1 THE QUOTE SHALL BE SUBMITTED WITH THE FOLLOWING ATTACHMENTS AND SHOULD BE ORGANIZED IN THE FOLLOWING MANNER:

- Technical Quote (section 3.7)
- DMAVA Price Sheet (section 3.8)

### 3.6 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED

The successful Bidder is required to complete and submit the following forms, registrations, and certifications **prior to contract award**. **Contract award is contingent on the successful Bidder submitting and signing all forms**. Bidders are **strongly recommended** to submit the forms, registrations, and certifications with their Quote. Forms, registrations, and certifications must be completed by the successful bidder and submitted to DMAVA at [fdprocurements@dmava.nj.gov](mailto:fdprocurements@dmava.nj.gov).

NOTES:

- 1) Bidders may submit completed forms on NJSTART at: [www.njstart.gov](http://www.njstart.gov) Registration is required prior to submitting the forms.
- 2) Unless noted otherwise, the section headings are hyperlinks, press CTRL and click.
- 3) A checklist with links to the Bidder forms, including the Waivered Contract Supplement to the State Standard Terms and Conditions and the State Standard Terms and Conditions, may be accessed at [FORMS CHECKLIST](#)

### **[3.6.1 OFFER AND ACCEPTANCE PAGE](#)**

The Bidder should complete and submit the Offer and Acceptance Page with the Quote. The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

### **[3.6.2 NJ STANDARD TERMS AND CONDITIONS](#)**

Read and sign form.

### **[3.6.3 NJ WAIVERED CONTRACT SUPPLEMENT TO THE NJ STANDARD TERMS AND CONDITIONS](#)**

Read and sign form.

(Double click pdf icon below)



Waiver Supplement  
to Standard Terms a

### **[3.6.4 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 disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, DMAVA may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted; or, (c) 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.

*NOTE:* Also available on the [NJSTART](#) on the "Terms and Categories" Tab.

### **[3.6.5 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM](#)**

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

*NOTE:* Also available on the [NJSTART](#) on the "Terms and Categories" Tab.

### **[3.6.6 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM](#)**

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, 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. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

*NOTE:* Also available on the [NJSTART](#) on the "Terms and Categories" Tab.



### 3.6.7 PAY TO PLAY PROHIBITIONS (TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS)

(Double click pdf icon below)



Chapter51.pdf

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Vendor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation. **Further, the Vendor 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.**

### 3.6.8 [CHAPTER 271-CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM](#)

The disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission

### 3.6.9 [MACBRIDE PRINCIPLES FORM](#)

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify 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. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

*NOTE:* Also available on the [NJSTART](#) on the "Terms and Categories" Tab.

### 3.6.10 [BUSINESS REGISTRATION](#)

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). In the event of an issue with a Bidder's Business Registration Certification Active status, [NJSTART](#) provides a link to take corrective action.

### 3.6.11 [SOURCE DISCLOSURE-SERVICE PERFORMANCE WITHIN THE UNITED STATES](#)

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

### 3.6.12 [CERTIFICATION REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS](#)

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities

in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Vendor is unable to so certify, the Vendor shall provide a detailed and precise description of such activities.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, DMAVA shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

### **3.6.13 AFFIRMATIVE ACTION**

The intended Vendor and its named Subcontractor(s) must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Vendor and/or its named Subcontractor(s) are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (**AA-302**).

### **3.6.14 CONFIDENTIALITY/COMMITMENT TO DEFEND**

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality /Commitment to Defend Form with the Quote. In the event that the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

## **3.7 TECHNICAL QUOTE**

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the Evaluation Committee that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. The

narrative should demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract. The Bidder's response to this section should demonstrate to the Evaluation Committee that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate, and that the Bidder's Quote will lead to successful Contract completion.

### **3.7.1 CONTRACT MANAGEMENT**

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

### **3.7.2 CONTRACT SCHEDULE**

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

The Bidder should identify the Contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

### **3.7.3 ORGANIZATIONAL EXPERIENCE**

The Bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this Bid Solicitation. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

Bidders shall provide the following documentation with their Quote:

- Written documentation of long-term care experience on projects of similar size and scope.
- Written documentation of all team members long-term care clinical operations experience and expertise.
- Provide business references, together with contact names and telephone numbers. References should be able to confirm the bidder's qualifications, and capabilities.

#### **3.7.3.1 ALL VENDOR STAFF (INTERIM AND CONSULTING) EXPERIENCE REQUIREMENTS:**

- LNHA and ANHA-Clinical shall have, at minimum, five years, 10 years preferred, of long-term care experience in a 200+-bed facility.
- Director of Nursing shall have, at a minimum, a Bachelor's of Science and Nursing degree and five years, 10 years preferred of long-term care experience in a 200+-bed facility.
- Detailed resumes shall be submitted with the Quote for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should include the following:
  - a) An emphasis on the individual's experience, relevant licenses, qualifications, and certifications with respect to the individual's proposed role at the facility for staffing or consulting, or both;
  - b) The individual's previous experience as a team member in connection with similar Contracts.
  - c) Beginning and ending dates for each similar contract;
  - d) A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation; and;
  - e) With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check, and a telephone number.

### **3.7.4 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this Bid Solicitation. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this Bid

Solicitation. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Vendor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by DMAVA.

### 3.8 DMAVA PRICE SHEET INSTRUCTIONS

The Bidder shall submit its pricing using the DMAVA Price Sheet below (Double click link):

- A. The Bidder's name and address must be on the price sheet in the appropriate boxes.
- B. The price sheet is broken into three sections, one for each nursing home. The only numbers permitted on the price sheet are all-inclusive, firm, fixed, hourly rates for each position that the bidder will provide as either interim staff or consultants. **Bidders may bid on one, two, or all three facilities.**
- C. **Menlo Park** - Bidder shall submit firm, fixed, all-inclusive hourly pricing for the interim full-time roles and consulting services described in section 4.1 of the LNHA, ANHA-Clinical, and DON (Price sheet lines #1, #2, and #3) based on 40 hours per week, 52 weeks per year. Bidder shall submit firm, fixed, all-inclusive hourly pricing for the **consulting services only**, as are described in section 4.1 of the LNHA, ANHA-Clinical, and DON. These Services may be needed after DMAVA staff are hired into the LNHA, ANHA, and DON titles, are on an as needed basis, and are priced as an hourly rate. (Price sheet lines #4, #5, and #6), Overtime shall only be as authorized by DMAVA leadership. All approved overtime shall be paid at time and one-half the hourly rate for hours worked in excess of 8 hours per work day and on Saturdays, Sundays, and Holidays.
- D. **Paramus** - The Bidder shall submit firm, fixed, all-inclusive hourly pricing for two (2) consultants specializing in the areas of LNHA and DON (Price sheet lines #1 and #2), based on 40 hours per week, 52 weeks per year as defined in section 4.2. Overtime shall only be as authorized by DMAVA leadership. All approved overtime shall be paid at time and one-half the hourly rate for hours worked in excess of 8 hours per work day and on Saturdays, Sundays, and Holidays.
- E. **Vineland** - Bidder shall submit firm, fixed hourly pricing for two (2) consultants specializing in the areas of LNHA and ANHA-Clinical (Price sheet lines #1 and #2), based on 40 hours per week, 52 weeks per year as defined in section 4.3. Overtime shall only be as authorized by DMAVA leadership. All approved overtime shall be paid at time and one-half the hourly rate for hours worked in excess of 8 hours per work day and on Saturdays, Sundays, and Holidays.

## 4 SCOPE OF WORK

The Vendor shall complete the following actions, tasks, obligations, and responsibilities, which should be completed within twelve (12) months at each Facility. The Facilities will be phased-in in accordance with the following order of preference: Menlo Park, Paramus, and Vineland.

### 4.1 **MENLO PARK VETERANS NURSING HOME**

#### 4.1.1 FACILITY START DATE

The facility start date for the Menlo Park Memorial Veterans Home shall be the date the Contract is awarded pursuant to this Bid Solicitation.

#### 4.1.2 STAFFING SERVICES

##### 4.1.2.1 IMMEDIATE STAFFING

The vendor shall provide an interim Licensed Nursing Home Administrator, one Section Chief – Assistant Nursing Home Administrator of Clinical (ANHA Clinical), and one Director of Nursing (DON) at Menlo Park within 30 days of facility start date. These interim staff shall also act as **subject matter expert consultants** at Menlo Park as described in section 4.1.3.

#### **4.1.2.2 INTERIM VENDOR STAFFING**

Within 60 days after the facility start date, the vendor shall work with The DMAVA Director of Veterans Health Care Services to find the following suitable administrative/supervisory staff with extensive long-term care experience to replace the interim staff identified below, to be hired as DMAVA employees.

- 1) 1 – LNHA
- 2) 1 - ANHA Clinical
- 3) 1 – Director of Nursing (DON)

**NOTE:** Upon hiring these three (3) DMAVA employees, DMAVA may retain the services of the three interim vendor staff as consultants only. These services shall be provided on an as needed basis as determined by DMAVA and the Mission Critical team. The price sheet provides additional lines limited to consulting services for these three titles.

#### **4.1.2.3 STATUS OF INTERIM VENDOR STAFF**

The interim LNHA, ANHA Clinical, DON provided by the vendor will be employees of the vendor and not DMAVA. During the search for permanent DMAVA employees, the vendor employees in these interim positions may apply for the permanent position.

#### **4.1.3 DMAVA STAFFING**

Within 90 days of facility start date the vendor shall work with the DMAVA Director of Veterans Health Care Services to find suitable administrative/supervisory staff identified below with extensive long-term care experience to be hired as DMAVA employees.

- 1) 2 - Assistant Director of Nursing (ADON)
- 2) 2 - Infection Control Nurse
- 3) 1 – Quality Assurance Nurse
- 4) 1 – Nurse Educator
- 5) 1- Employee Health Nurse

#### **4.1.3.1 MANDATORY TASKS FOR STAFFING SERVICES**

The Vendor shall:

- 1) Attend a kick-off meeting, arranged by DMAVA, to confirm Vendor onsite staffing, review vendor responsibilities, deliverables, and reporting requirements. This meeting will be scheduled by DMAVA within five (5) Business Days of contract award.
- 2) Provide evidence of clear criminal and drug background checks for all Vendor onsite staffing.
- 3) Provide on-site, daily leadership and oversight of system improvement initiatives at the facility.
- 4) The interim LNHA, ANHA-Clinical, and DON shall provide onsite supervision of all facility clinical staff.
- 5) Ensure compliance with all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care.
- 6) Ensure availability and administrative coverage and support 24/7.
- 7) Follow reporting requirements as defined in section 4.6
- 8) Facilitate and actively participate in the recruitment of LNHA, ANHA Clinical, DON, ADON, Infection Control Nurses, Quality Assurance Nurses, Nurse Educator, and Employee Health Nurse, to be hired as DMAVA employees.
- 9) Facilitate and actively participate in the recruitment of any other staff to be hired as DMAVA employees, if requested by DMAVA.
- 10) Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- 11) Report to DMAVA or facility leadership, as appropriate in all matters, including, but not limited to staff review and evaluation, clinical policies and procedures, resident care, infection prevention and control.

#### **4.1.4 CONSULTING SERVICES**

##### **4.1.4.1 PURPOSE OF CONSULTING SERVICES**

The goal of the consulting and staffing services is to implement the following systems improvement initiatives:

- Assist DMAVA with recruiting and hiring permanent DMAVA employees to replace the interim staff identified in section 4.1.2.2.
- A review and analysis of the facility Organizational Structure and Function.
- Develop and implement a well-defined and measurable leadership, mentoring and development program with a focus of improving all aspects of leadership.
- A review and analysis of the healthcare staff and a review and revision of the functional job descriptions as well as policies and procedures.

#### **4.1.4.2 MANDATORY CONSULTING TASKS**

The Vendor shall:

- 1) Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.
- 2) Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.
- 3) Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 4) Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.
- 5) Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 6) Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.
- 7) Conduct a comparative review of other national public and private sector long term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.
- 8) Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.
- 9) Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.
- 10) Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.
- 11) Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- 12) Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.
- 13) Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the interim LNHA and long-term care consultative management team is on boarded.
- 14) Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.
- 15) Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.
- 16) Provide monthly, written responses to all Mission Critical Team (NJDOH) outreach, recommendations and correspondence, with a copy to the DMAVA Commissioner.
- 17) Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.
- 18) Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.
- 19) Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.
- 20) Ten (10) months after the facility start date, provide a written Executive Summary of Findings to the Commissioner outlining recommendations and measures implemented at the facility, along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.
- 21) Upon hiring the LNHA, ANHA, and DON as DMAVA staff, the vendor's interim staff will assume the role of consultants and pricing for those price lines will go into effect.
- 22) DMAVA, in consultation with the NJDOH Mission Critical Team will conduct a thorough review and evaluation of the Executive Summary of Findings (#20 above) and conditions at the facility. This review and evaluation will focus on

DMAVA staff hired as well as the results of the changes implemented at the facility and will determine if the interim staffing or consulting services should be continued.

- 23) Not less than 30 days prior to the expiration of the existing Contract term, DMAVA will notify the Vendor whether it desires to extend the contract.

## **4.2 PARAMUS VETERANS NURSING HOME**

### **4.2.1 FACILITY START DATE**

### **4.2.2 THE FACILITY START DATE FOR THE PARAMUS MEMORIAL VETERANS HOME SHOULD BE WITHIN THIRTY DAYS AFTER THE DATE THE PARAMUS CONTRACT IS AWARDED PURSUANT TO THIS BID SOLICITATION. DMAVA WILL PROVIDE WRITTEN NOTICE TO THE VENDOR OF THE KICK-OFF START DATE.**

### **4.2.3 CONSULTING SERVICES**

The vendor shall provide one Licensed Nursing Home Administrator and one Director of Nursing (DON) to act as subject matter expert consultants at Paramus as of the facility start date. These consultants shall not be charged with supervising any DMAVA staff and shall only operate in a consulting capacity.

#### **4.2.3.1 PURPOSE OF CONSULTING SERVICES**

The goal of the consulting services is to implement the following systems improvement initiatives:

- A review and analysis of the facility Organizational Structure and Function.
- Develop and implement a well-defined and measurable leadership, mentoring and development program with a focus of improving all aspects of leadership.

A review and analysis of the healthcare staff and a review and revision of the functional job descriptions as well as policies and procedures.

#### **4.2.3.2 MANDATORY TASKS FOR CONSULTING SERVICES**

The Vendor shall:

- Attend a kick-off meeting, arranged by DMAVA, to confirm Vendor onsite staffing, review vendor responsibilities, deliverables, and reporting requirements. This meeting will be scheduled by DMAVA within five (5) Business Days of facility start date.
- Provide evidence of clear criminal and drug background checks for all Vendor onsite staffing.
- Facilitate and actively participate in the recruitment of any other staff to be hired as DMAVA employees, if requested by DMAVA.
- Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvements at the facility.
- Report to DMAVA or facility leadership, as appropriate in all matters, including, but not limited to staff review and evaluation, clinical policies and procedures, resident care, infection prevention and control.
- Provide all written reports and recommendations identified in section 4.2.2.3 below.

#### **4.2.3.3 MANDATORY CONSULTING TASKS**

The vendor shall:

- 1) Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.
- 2) Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.
- 3) Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 4) Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.
- 5) Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.

- 6) Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.
- 7) Conduct a comparative review of other national public and private sector long-term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.
- 8) Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.
- 9) Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.
- 10) Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.
- 11) Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- 12) Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.
- 13) Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the consultative team is on boarded.
- 14) Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.
- 15) Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.
- 16) Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.
- 17) Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.
- 18) Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.
- 19) Ten (10) months after the facility start date, provide a written executive summary of findings to the Commissioner outlining recommendations and measures implemented at the facility along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.
- 20) DMAVA , in consultation with the NJDOH Mission Critical Team will conduct a thorough review and evaluation of the Executive Summary of Findings (#19 above) and conditions at the facility. This review and evaluation will focus on DMAVA staff hired as well as the results of changes implemented at the facility and will determine if the interim or consulting services should be continued.
- 21) Not less than 30 days prior to the expiration of the existing Contract term, DMAVA will notify the Vendor whether it desires to extend the contract.

### **4.3 VINELAND VETERANS NURSING HOME**

#### **4.3.1 FACILITY START DATE**

**4.3.2 THE FACILITY START DATE FOR THE VINELAND MEMORIAL VETERANS HOME SHOULD BE WITHIN SIXTY (60) DAYS AFTER THE DATE THAT THE VENDOR IS NOTIFIED OF CONTRACT AWARD PURSUANT TO THIS BID SOLICITATION. DMAVA WILL PROVIDE WRITTEN NOTICE TO THE VENDOR OF THE KICK-OFF START DATE.**

#### **4.3.3 CONSULTING SERVICES**

The vendor shall provide one Licensed Nursing Home Administrator and one Director of Nursing (DON) to act as subject matter expert consultants at Paramus as of the facility start date. These consultants shall not be charged with supervising any DMAVA staff and shall only operate in a consulting capacity.

##### **4.3.3.1 MANDATORY TASKS FOR CONSULTING SERVICES**

The Vendor shall:

- Attend a kick-off meeting, arranged by DMAVA, to confirm Vendor onsite staffing, review vendor responsibilities, deliverables, and reporting requirements. This meeting will be scheduled by DMAVA within five (5) Business Days of facility start date.
- Provide evidence of clear criminal and drug background checks for all Vendor onsite staffing.



- Facilitate and actively participate in the recruitment of any other staff to be hired as DMAVA employees, if requested by DMAVA.
- Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- Report to DMAVA or facility leadership, as appropriate in all matters, including, but not limited to staff review and evaluation, clinical policies and procedures, resident care, infection prevention and control.
- Provide all written reports and recommendations identified in section 4.3.3.2

#### **4.3.4 CONSULTING SERVICES**

##### **4.3.4.1 PURPOSE OF CONSULTING SERVICES**

The goal of the consulting services is to implement the following systems improvement initiatives:

- A review and analysis of the facility Organizational Structure and Function.
- Develop and implement a well-defined and measurable leadership, mentoring and development program with a focus of improving all aspects of leadership.
- A review and analysis of the healthcare staff and a review and revision of the functional job descriptions as well as policies and procedures.

##### **4.3.4.2 MANDATORY CONSULTING TASKS**

The vendor shall:

- 1) Review relevant facility documentation, including policies/procedures (particularly infection control and prevention), and organizational charts and provide written recommendations for updates and improvements, within 180 days after facility start date, to the DMAVA Commissioner.
- 2) Review all rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care and perform any additional review as required by The DMAVA Director of Veterans Health Care Services for this facility.
- 3) Observe facility staff for compliance with the above and provide written recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 4) Conduct interviews with key facility staff, DMAVA leadership, DMAVA Employee Relations staff, and union leadership. Develop recommendations based on the interviews and provide written reports to the DMAVA Commissioner within 90 days after facility start date.
- 5) Conduct focus groups with facility staff, residents, families, practitioners, and community providers and provide written reports and recommendations to the DMAVA Commissioner within 180 days after facility start date.
- 6) Observe resident care and documentation of resident care by facility staff, provide weekly written reports and recommendations for improvements to the DMAVA Commissioner.
- 7) Conduct a comparative review of other national public and private sector long-term care operations to assess advantages and challenges and provide written recommendations to the DMAVA Commissioner within 180 days after contract award.
- 8) Conduct ongoing assessments of current facility clinical staff performance and skills and submit written, monthly reports to the DMAVA Commissioner.
- 9) Provide written recommendations to the DMAVA Commissioner, within 90 days, for the improvement of facility supervisory staff managerial skills.
- 10) Create and submit to the DMAVA Commissioner, within 120 days after facility start date, functional job descriptions for all clinical staff ensuring compliance with VA/CMS/NJDOH regulations/standards as well as those aspects incorporated into the executive orders, directives, and laws. Note: functional job descriptions provide specific guidance and instructions to DMAVA facility staff, outlining duties at the facility. These differ from published State of New Jersey Job Descriptions on the Civil Service website. The functional job descriptions should align with the Civil Service job descriptions and shall include facility specific requirements.
- 11) Participate in meetings or conference calls as scheduled by DMAVA senior leadership to monitor progress and recommendations for improvement.
- 12) Provide an in-depth, written executive summary of structural and functional analysis of facility systems and organizational design and operational effectiveness within sixty (60) days of facility start date and submit to the Commissioner of DMAVA.
- 13) Submit to the DMAVA Commissioner a written assessment of clinical leadership performance and skills no later than ninety (90) days after the consultative team is on boarded.

- 14) Establish a written professional development and mentorship program for all clinical staff at the facility and submit to the Commissioner of DMAVA within 180 days after facility start date.
- 15) Provide monthly status reports to the DMAVA Commissioner for clinical leadership progress and challenges.
- 16) Provide a written report, within 180 days after facility start date, on recommendations for changes to facility clinical staff.
- 17) Provide written recommendations for revised clinical policies and procedures to the DMAVA Commissioner within 180 days after facility start date.
- 18) Provide updated language for each position's Performance Assessment Review (PAR) by May 31, 2023. The PAR language shall be based on the Civil Service and functional job descriptions.
- 19) Ten (10) months after the facility start date, provide a written Executive Summary of Findings to the Commissioner outlining recommendations and measures implemented at the facility along with outcomes resulting from the implemented changes; also, as part of this executive summary, provide recommendations for future improvements at the facility.
- 20) DMAVA, in consultation with the NJDOH Mission Critical Team will conduct a thorough review and evaluation of the Executive Summary of Findings (#19 above) and conditions at the facility. This review and evaluation will focus on DMAVA staff hired as well as the results of the changes implemented at the facility and will determine if the interim or consulting services should be continued.
- 21) Not less than 30 days prior to the expiration of the existing Contract term, DMAVA will notify the Vendor whether it desires to extend the contract.

#### **4.4 Additional Requirements for Section 4.0**

##### **4.4.1 MANNER OF DELIVERY OF SERVICES**

The vendor shall perform all services, make all recommendations, and implement all plans in a manner consistent with:

- The State's Civil Service, Human Resources, Employee Relations, and Procurement laws, rules, and regulations in the conduct of business related to this Contract.
- All rules, regulations, terms, and conditions of the U.S. Department of Veterans Affairs (VA), the Centers for Medicare and Medicaid Services (CMS) and the New Jersey Department of Health (NJDOH), plus any executive orders, directives, or laws pertaining to long-term care.
- Delivery of quality federal and state survey outcomes
- The recommendations of the Mission Critical Team (NJDOH) (at Menlo Park only).

##### **4.4.2 REPORTING REQUIREMENTS**

The vendor shall report to The DMAVA Director of Veterans Health Care Services in all matters, including, but not limited to staff review and evaluation, clinical policies and procedures, resident care, infection prevention and control.

##### **4.4.3 DMAVA ACTIONS**

DMAVA will be responsible to review all Vendor recommendations in all matters, request revisions from the vendor, if applicable, and determine which recommendations to implement and when they recommendations should be implemented.

##### **4.4.4 DMAVA INTENT FOR JOB TITLES**

It is DMAVA's intent that job titles not specifically identified in this Bid Solicitation will not be affected by this initiative. All job titles, however, remain subject to all applicable Civil Service, disciplinary and related rules and applicable Collective Bargaining Agreement requirements as if a contract awarded pursuant to this Bid Solicitation was not in place.

#### **5 GENERAL CONTRACT TERMS**

The Vendor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Vendor or to the authorized dealers/distributors, if applicable. The Vendor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Vendor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Vendor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Vendor's performance of this Contract.

##### **5.1 CONTRACT TERM AND EXTENSION OPTION**

The base term of the Contract shall be for a period of one year for each facility. The facility start date will begin the base term of the Contract year for that facility.

This Contract may be extended up to four (4) years at each facility with no single extension exceeding one (1) year, by the mutual written consent of the Vendor and DMAVA.

## 5.2 OWNERSHIP OF MATERIAL

- A. **DMAVA Data** –DMAVA owns DMAVA Data. Vendor shall not obtain any right, title, or interest in any DMAVA Data, or information derived from or based on DMAVA Data. DMAVA Data provided to Vendor shall be delivered or returned to DMAVA upon thirty (30) days’ notice by DMAVA or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the Bid Solicitation, DMAVA Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than DMAVA unless specifically directed to do so in writing by the DMAVA Contract Manager.
- B. **Work Product; Services** –DMAVA owns all Deliverables developed for DMAVA in the course of providing Services under the Contract, including but not limited to, 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, print-outs, notes and memoranda, written procedures and documents, regardless of DMAVA of completion, which are prepared for or are a result of the Services required under the Contract.
- C. **DMAVA Intellectual Property** – DMAVA owns all State Intellectual Property provided to Vendor pursuant to the Contract. State Intellectual Property shall be delivered or returned to DMAVA of New Jersey upon thirty (30) days’ notice by DMAVA or thirty (30) days after the expiration or termination of the Contract. DMAVA grants Vendor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the Bid Solicitation, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than DMAVA unless specifically directed to do so in writing by DMAVA Contract Manager. DMAVA’s license to Vendor is limited by the term of the Contract and the confidentiality obligations set forth in *Bid Solicitation Section 6 – Data Security Requirements – Vendor Responsibility*.
- D. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Vendor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by DMAVA. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon DMAVA any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Vendor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon DMAVA any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

## 5.3 SUBSTITUTION OF STAFF

If a Vendor needs to substitute any management, supervisory or key personnel, the Vendor shall identify the substitute personnel and the work to be performed. The Vendor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) who must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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

## 5.4 Executive Order 166

The following Executive Order applies to this Bid Solicitation and resulting Contract:

Notice of Executive Order 166 Requirement for Posting of Winning Quote and Contract Documents

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website).

The Contract resulting from this Bid Solicitation is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the Bid Solicitation, the winning Bidder’s Quote and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its Quote, a Bidder may designate specific information as not subject to disclosure. However, such Bidder must have a good faith legal or factual basis to assert that such designated portions of its Quote: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the Quote of any such designation should be clearly stated in a cover letter, and a redacted copy of the Quote should be provided. A Bidder's failure to designate such information as confidential in submitting a Quote shall result in waiver of such claim. The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning Bidder to designate its entire Quote as proprietary or confidential and will not honor a claim of copyright protection for an entire Quote. In the event of any challenge to the winning Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.

## **6 DATA SECURITY REQUIREMENTS – VENDOR RESPONSIBILITY**

### **6.1 PRIVACY**

- A. Data Ownership. DMAVA owns DMAVA Data. Vendor shall not obtain any right, title, or interest in any DMAVA Data, or information derived from or based on DMAVA Data.
- B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, 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. Vendor shall also conform to PCI DSS, where applicable.
- C. **Prior to contract award, the successful Bidder(s) shall be required to enter into a Business Associate Agreement with DMAVA to ensure complete protection of nursing home resident's PHI.**
- D. The Vendor's onsite staff may require the use of DMAVA electronic equipment and may have the ability to access sensitive employee and resident information. Onsite Vendor staff will be trained and be required to agree to all DMAVA and State of New Jersey Information Technology rules and regulations.
- E. Data Transmission: The Vendor shall not transmit or exchange DMAVA Data with any other parties.

## **7 QUOTE EVALUATION AND AWARD**

### **7.1 RIGHT TO WAIVE**

DMAVA may waive minor irregularities or omissions in a Quote. DMAVA reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **7.2 CLARIFICATION OF QUOTE**

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Procurement Bureau regarding this Bid Solicitation and the submitted Quote is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Quote.

DMAVA reserves the right to request that a Bidder explain, in detail, how the Quote price was determined.

### **7.3 DMAVA'S RIGHT TO CHECK REFERENCES**

DMAVA may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist DMAVA in making a Contract award that is most advantageous to DMAVA.

### **7.4 EVALUATION CRITERIA**

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

### 7.4.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this Bid Solicitation. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

- A. Personnel: The qualifications and experience of the Bidder’s management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder’s documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this Bid Solicitation; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder’s demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

### 7.4.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the DMAVA Price Sheet accompanying this Bid Solicitation.

### 7.5 QUOTE DISCREPANCIES

In evaluating Quotes, 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.

### 7.6 BEST AND FINAL OFFER (BAFO)

DMAVA may invite all Bidders to submit a Best and Final Offer (BAFO). Any BAFO that does not result in more advantageous pricing to DMAVA will not be considered, and DMAVA will evaluate the Bidder’s most advantageous previously submitted pricing.

DMAVA may conduct more than one (1) round of BAFO in order to attain the best value for the State.

### 7.7 CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to that/those responsible Bidder(s), whose Quote(s), conforming to this Bid Solicitation, is(are) most advantageous to DMAVA, price, and other factors considered.

## 8 GLOSSARY

<b>NJSTART Term</b>	<b>Equivalent Statutory, Regulatory and/or Legacy Term</b>
Bid/Bid Solicitation	Bid/Bid Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket/Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

Unless otherwise specified in the Bid Solicitation, the following definitions will be part of any Contract awarded, or order placed, as a result of this Bid Solicitation. Note that not all definitions included here apply to all Bid Solicitations.

**Acceptance** – The written confirmation by the Using Agency that Vendor has completed a Deliverable according to the specified requirements.

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

**Assistant Nursing Home Administrator-Clinical (ANHA-Clinical)** - Provides daily oversight to the clinical departments. Manages each department head and their subordinate staff to ensure that each clinical department is functioning per regulations and policies. Minimum educational level is Bachelor's Degree.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Quote opening, with or without prior discussion or negotiation.

**Bid or Bid Solicitation** – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of New Jersey Standard Terms and Conditions (SSTC), DMAVA Price Sheet, Attachments, and Bid Amendments.

**Bid Amendment** – Written clarification or revision to this Bid Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

**Bid Opening Date** – The date Quotes will be opened for evaluation and closed to further Quote submissions.

**Bidder** – An entity offering a Quote in response to the Division’s Bid Solicitation.

**Breach of Security** – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

**Business Associate Agreement (BAA)** - establishes a legally-binding relationship between HIPAA-covered entities and business associates to ensure complete protection of Protected Health Information (PHI). This type of agreement is necessary if business associates can potentially access PHI during their work.

**Business Day** – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated; or as may be amended by DMAVA for operational needs.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Contract** – The Contract consists of the Waivered Contract Supplement to the State of New Jersey Standard Terms and Conditions, the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Vendor, in writing.

**Contractor** – The Bidder awarded a Contract resulting from this Bid Solicitation.

**Days After Receipt of Order (ARO)** – The number of calendar days ‘After Receipt of Order’ in which the Using Agency will receive the ordered materials and/or services.

**Deliverable** – Goods, products, Services and Work Product that Vendor is required to deliver to DMAVA under the Contract.

**Director of Nursing (DON)** - Oversees the nursing staff and overall nursing operations of the nursing home. Duties include evaluating and directing all nursing employees, establishing goals for the nursing department and creating and enforcing compliant healthcare policies. Maintains high standards of care for all patients, manages patients’ data and medical records as confidential records, communicates with doctors, residents and family members about resident health, and implements new procedures and trains Nurses on policies. Minimum educational level is Bachelor of Science (BSN) in Nursing.

**DMAVA Data** - means all data and metadata created or in any way originating with DMAVA, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with DMAVA, whether such data or output is stored on DMAVA’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by DMAVA or by the Provider. State Data includes Personal Data and Non-Public Data.

**DMAVA Intellectual Property** – Any intellectual property that is owned by DMAVA. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

**DMAVA Price Sheet** – the bidding document created by DMAVA and attached to this Bid Solicitation on which the Bidder submits its Quote pricing as is referenced and described in the Bid Solicitation.

**Evaluation Committee** – A group of individuals assembled by DMAVA to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Contract award.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**Hardware** – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

**Licensed Nursing Home Administrator (LNHA)** - Responsible to maintain the business and organizational side of long term care facilities. Shall also be involved with residents on the personal level, focusing on resident care. Top priorities are quality and safety. Must possess a thorough understanding of the aging process and the geriatric medical industry. Must be licensed by the New Jersey Department of Health, Nursing Home Administrators Licensing Board as a Nursing Home Administrator.

**May** – Denotes that which is permissible or recommended, not mandatory.

**Mobile Device** - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

**Must** – Denotes that which is a mandatory requirement.

**No Bid** – The Bidder is not submitting a price Quote for an item on a price line.

**Personal Data** means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

**Personally Identifiable Information or PII** - as defined by the U.S. Department of Commerce, National Institute of Standards

and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**Project** – The undertakings or services that are the subject of this Bid Solicitation.

**Protected Health Information or PHI** - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Quote** – Bidder’s timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the Bid Solicitation.

**Quote Opening Date** - The date Quotes will be opened for evaluation and closed to further Quote submissions.

**Revision** – A response to a BAFO request or a requested clarification of the Bidder’s Quote.

**Security Incident** - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the

Provider. A Security Incident may or may not turn into a Breach of Security.

**Services** – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**State** – The State of New Jersey.

**State Confidential Information** - shall consist of State and DMAVA Data, State and DMAVA Intellectual Property, and any information or data gathered by the Vendor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

**State Contract Manager or SCM** – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order. **The DMAVA Director of Veterans Health Care Services is the Contract Manager.**

**Task** – A discrete unit of work to be performed.

**Third Party Intellectual Property** – Any intellectual property owned by parties other than the State or Vendor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

**Unit Cost or Unit Price** – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

**Vendor** – Either the Bidder or the Contractor.

**Work Product** – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Vendor or Vendor's subcontractors or a third party engaged by Vendor or its subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor Intellectual Property or Third Party Intellectual Property.



**NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

<b>Bidder Name</b>	<b>Bidder Address</b>
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**Directions:** Refer to Request for Proposal Section 3.14 for Bidder instructions. The Bidder shall provide pricing for each line for years 1, 2, and 3 in the green highlighted cells below. Bidders may bid on one, two, or all three facilities. The Bidder must not alter the price schedule in any matter.

Line No.	Item Description	Estimated Annual Quantity*	Unit of Measure	Contract Year 1 Unit Cost	Extension Year 1 Unit Cost	Extension Year 2 Unit Cost	Extension Year 3 Unit Cost	Extension Year 4 Unit Cost	Total Estimated Price for 5-Year Term
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**Menlo Park Veterans Memorial Home**

1	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM LICENSED NURSING HOME ADMINISTRATOR FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
2	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM ASSISTANT LICENSED NURSING HOME ADMINISTRATOR FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
3	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, INTERIM DIRECTOR OF NURSING FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
4	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
5	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, ASSISTANT LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
6	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, DIRECTOR OF NURSING CONSULTANT FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
<b>TOTAL, MENLO PARK</b>									\$0.00

**Paramus Veterans Memorial Home**

1	ITEM DESCRIPTION (SECTION 4.2): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
2	ITEM DESCRIPTION (SECTION 4.2): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, DIRECTOR OF NURSING CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
<b>TOTAL, PARAMUS</b>									\$0.00

**Vineland Veterans Memorial Home**

1	ITEM DESCRIPTION (SECTION 4.3): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
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2	ITEM DESCRIPTION (SECTION 4.3): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, ASSISTANT LICENSED NURSING HOME ADMINISTRATOR CONSULTANT FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
	<b>TOTAL, VINELAND</b>								\$0.00
	<b>TOTAL, ALL FACILITIES</b>								\$0.00

# AMENDMENT 1

## Administrative Management and Consulting Services for the New Jersey Department of Military and Veterans Affairs Nursing Home Facilities

### RFP Questions and Answers

1. Q. Do we have to submit 3 applications for each location, or can 1 application that specifies our interest for all 3 suffice?  
A. Only one bid sheet is needed; the Bid Sheet covers all three nursing homes and all services required by this RFP. However, the written proposal/narrative shall be separate for each home that was quoted in the price sheet.
2. Q. Is the vendor pricing proposal final, or is there room for negotiations? (DMAVA Price Sheet 3.8)  
A. There shall be no price negotiations, bidder prices are final, firm and fixed. However, DMAVA may request lower pricing through the issuance of a Best and Final Offer (BAFO) request to all bidders.
3. Q. Is the expectation that management/consulting fees be incorporated into the cost of each itemized position's hourly rate? (DMAVA Price Sheet 3.8)  
A. All fees, costs, overhead, profit, etc. shall be included in the hourly rates.
4. Q. When is the target date for the selected bidder to be announced?  
A. DMAVA anticipates announcing the selected bidder(s) within 90 days after the quote opening date.
5. Q. For the DMAVA RFP Release, does this include hospice?  
A. The RFP only addresses clinical management of the home. Hospice is not included.
6. Q. Will hospice be considered separately with an RFP for the 3 VA homes in New Jersey?  
A. No, DMAVA does not anticipate issuing an RFP for Hospice services.
7. Q. Has the award date been specified when it will be announced?  
A. See question #4.
8. Q. Under whose license will the VA be operated once the bids are awarded?  
A. DMAVA will continue to maintain the licenses for the nursing home facilities. The interim LNHA at Menlo Park will hold the Administrator license. The current DMAVA Administrators will hold the licenses at Vineland and Paramus.
9. Q. If recommended improvements include facility upgrades, will they be considered in addition to clinical recommendations? Is there a facility improvement plan for each site? 4.3.4.1  
A. Yes, all recommendations will be considered.
  - DMAVA is currently reviewing bids for the construction of climate controlled storage buildings at each of the homes to house PPE.

- Potential future improvements at each home are:

**Menlo Park** – Conversion of dual occupancy to single occupancy, HVAC upgrade, Energy Savings Initiative Program (ESIP), grounds beautification, security improvements, rest room flooring replacement, active shooter alert system, hot water storage tanks.

**Paramus** – Conversion of dual occupancy to single occupancy, resident room individual AC upgrades; Energy Savings Initiative Program (ESIP), grounds beautification, elevator upgrades, active shooter alert system, refrigerator and freezer upgrade, hand rail and baseboard replacement.

**Vineland** – Rotunda upgrade, outside grounds beautification, active shooter alert system, wheelchair ramp, fencing property.

10. Q. Will new employees retained by the operator to provide clinical care be hired by the operator or by the State? 4.1.3.1
- A. The vendor will assist DMAVA with locating suitable staff; those identified will be hired by the State (DMAVA).
11. Q. Will the facility be maintained and operated by the state/county/municipality or by the successful bidder?
- A. The State (DMAVA) will continue to maintain and operate the facilities.
12. Q. When was the last time capital improvements were made and what were they?
- A. Menlo Park – Nurses Call Station-2016, Generator Transfer Switch installation – 2019, Ground Generator Upgrade – 2022  
Paramus – Nurses Call Station – 2016, HVAC system upgrade – 2022, Generator Transfer Switch installation – 2022  
Vineland – Nurse Call Station – 2016, HVAC Upgrade – 2017, Generator Transfer Switch installation– 2021, Energy Savings Incentive Project - 2022
13. Q. What are the plans for future capital improvements and will the management contract/successful bidder have input into improvements?
- A. See question #9.
14. Q. Does DMAVA have an EMR/EHR?
- A. Not at this time. DMAVA is currently working to acquire Electronic Medical Records software.
15. Q. Would DMAVA consider bifurcating the Menlo Park contract- Staffing/ Consulting?
- A. No.
16. Q. What is the budget for this RFP- broken down by each facility?
- A. No budget has been established for the work required by this RFP. Quote evaluations will be performed by a DMAVA Evaluation Committee and recommendation for contract award will be to the bidder whose quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered.
17. Q. The pricing sheets indicate the consultants for Vineland and Paramus must be licensed nursing home administrators and directors of nursing. This is not required in the narrative of the RFP. Are these consultants required to be currently licensed?
- A. All consultants must be licensed in their field.
18. Q. Is there a bid # associated with this opportunity?
- A. There is no bid number for this RFP.

## **About Care Plus Bergen, Inc.**

### **I. Background**

Care Plus Bergen, Inc. (“CPB”) is the tenant operator of Bergen New Bridge Medical Center (“BNBMC”). Owned by the County of Bergen, BNBMC is the state’s largest hospital and the fourth largest publicly owned hospital in the United States. CPB was selected to manage and operate BNBMC, a 1070 bed facility, as a result of an unprecedented process to find a better way to operate a publicly owned health care facility by utilizing the benefits of a not-for-profit model with experienced healthcare leaders, yet still maintaining the public trust through a partnership with the County of Bergen and the Bergen County Improvement Authority (“BCIA”). This is a true “public-private” partnership that inures to the benefit of the citizens of Northern New Jersey, specifically those who walk through our doors. A “safety-net” medical center, BNBMC is a Clinical Affiliate of Rutgers New Jersey Medical School, providing acute care, behavioral health, addiction services, and importantly, the largest nursing home in the state with 574 beds. Under the leadership of CPB, the BNBMC’s Long Term Care division has proven to be successful in providing top-quality care and quality of life for more than 400 residents. CPB appreciates the opportunity to offer the New Jersey Department of Military and Veterans Affairs (“DMAVA”) its assistance in assessing the policies, procedures, facility issues and delivery of care at the Paramus Veterans Memorial Home (“Paramus VA Home”).

### **II. Long Term Care at BNBMC**

BNBMC is known and recognized for its ability to provide comprehensive, high-quality Long Term Care (“LTC”) and Post-Acute Care (“PAC”) services. The LTC Division of BNBMC has thirteen (13) units, including two secure dementia units and twelve (12) Special Care Needs Facility beds dedicated for ventilator care.

BNBMC provides a scope of services far exceeding those offered in a standard nursing home environment. Our trained and highly skilled staff provides nursing care 24 hours per day, seven days per week. Unlike other LTC facilities, BNBMC provides in house direct access to qualified and board certified specialists in Acute, Medical, Surgical, Behavioral Health and Substance Use Disorder care so that focusing-on the individual needs of each of our residents can be met and addressed. Similarly, BNBMC also maintains its own pharmacy, laboratory and imaging departments on site. Our structured fall prevention and pressure injury prevention programs are comprehensive and successful. Our recreation department and their vast level of programs ensures that residents do not suffer from isolation, loneliness or boredom. Residents are included in their overall plan of care and our staff understand that “we work in their home; they don’t live in our

workplace.” Our interdisciplinary team approach to the care and treatment of our residents ensures that each individual who calls BNBMC their home, is our top priority.<sup>1</sup>

In addition to having standard New Jersey Department of Health licensure, the LTC Division is also accredited by The Joint Commission. Less than 6% of LTC facilities nationwide receive Joint Commission accreditation, evidencing our commitment to ensure a highly reliable, safe organization that promotes exceptional quality of care.

In the five years that CPB has operated BNBMC, the transformation of the facility has been recognized by both the public and the industry at large. The LTC Division received the Antimicrobial Stewardship Gold Award from the New Jersey Department of Health recognizing our role and commitment to the management of antibiotic therapies for our residents. Under CPB management, BNBMC received this designation each year since 2019 with the most recent announcement in December 2022 where LTC was one of three nursing homes in NJ to achieve the gold standard. Newsweek recognized BNBMC as one of “America’s Best Nursing Homes” – for the second year in a row – an achievement first obtained *during* the COVID-19 pandemic. In addition to the accolades for our LTC Division, and further recognition of CPB’s commitment to a culture of quality and safety, the full-service, accredited medical center we operate has twice been awarded a Hospital Safety Grade of an “A” and a Top Hospital designation from the Leapfrog Group.

CPB has proven, transformative healthcare leaders and providers who can diagnose and offer a plan for improvement to healthcare facilities that need improvements in quality, safety and customer service. Moreover, given our proximity to the Paramus VA Home, we fully understand the challenges it faces both from industry changes and those that were created or exacerbated by the COVID-19 pandemic. CPB has an established working relationship with the Paramus VA Home. In 2021, we organized and implemented a COVID vaccine program inoculating residents and staff at the Paramus VA Home as an extension of our recognized successful and efficient vaccination program developed and implemented in partnership with the County of Bergen. We currently provide COVID vaccine booster doses to the Veterans at the Paramus VA Home. Additionally, we currently provide residents of the Paramus VA Home with clinical support utilizing our physicians and various other clinical experts and modalities through an established relationship. Our teams have met with and have been in the VA Home several times to deliver care to the residents.

Bergen New Bridge Medical Center is a Federally Contracted Veteran’s Administration Health Facility and part of the Veterans Community Cares Program. The LTC Division is contracted with the Federal Department of Veteran’s Affairs to care for veterans that need a long term care facility.

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<sup>1</sup> For purposes of full disclosure, transparency and consistent with Section 3.74 of the Bid Solicitation CPB acknowledges two citations which have since been addressed and resolved. There was a 2019 isolated citation related to a discharged resident. In 2020 an isolated incident related to medication administration resulted in a financial penalty. In both cases, CPB submitted plans of action that were accepted by the New Jersey Department of Health. We continue to engage in ongoing Quality Assurance Performance Improvement audits monthly and are monitored by Leadership and the Quality and Resident Safety Department to ensure compliance. There has not been any repeat issues. Additional information will be provided upon request.

BNBMC currently cares for 12 Veterans residents in our LTC units. Our team understands the psychosocial aspects of providing services to Veterans and have established an area for the Veterans to live together, if they choose, for a more supportive environment. Our relationship and connection to the VA team has provided BNBMC insights, approaches and education specifically related to the military and veterans. The highest quality delivery of care to our honored Veterans and their families is already a hallmark of the care delivery at our facility. Indeed, among the priorities for CPB as the operator of BNBMC is to offer care to our veterans. An expansion of CPB's mission through a robust role in the consultation of the Paramus Memorial VA Home would be consistent with the cultural foundations of the medical center and the County of Bergen.

### **Proposal for Consultancy Services**

As evident from our experience managing and operating the LTC facility at BNBMC, CPB is ideally situated to provide DMAVA with experienced long term care and healthcare leaders who are uniquely qualified to provide consulting services specific to the Paramus VA Home. Not only is CPB equipped to meet the consultancy requirements, the key team members identified for this task, a Licensed Nursing Home Administrator ("LNHA") and Director of Nursing ("DON"), each have over 20 years of experience in the long term care arena and in large facilities. Moreover, CPB understands the task at hand, and is prepared with a strong support team comprised of our healthcare leadership and experts in various areas important to assess long term care environments and homes, including but not limited to, Facilities and Support Services, Quality and Patient/Resident Safety, Risk Management, delivery of medical care through a Medical Director and an Infection Prevention and Control Director.<sup>2</sup> Our consultative team will complete a full, detailed evaluation and assessment of the Paramus VA Home on all shifts and areas of the facility via observation, review of policies/protocols, interviews with veterans, staff, stakeholders and family members, rounding on all shifts and provide its assessment and all documentation as required in the bid solicitation. Additionally, CPB has a positive work relationship with the seven unions throughout BNBMC. This earned credibility will ensure that union leadership representing employees at the Paramus VA Home are engaged with open lines of communication throughout the consultative assessment. CPB's consultative team has the breadth and knowledge to create training programs on all aspects of care and services that may be noted as needing improvement. Infection Prevention is a key aspect of CPB's success at BNBMC, and will be a focus of review by the consultative team at CPB, with a thorough infection prevention risk assessment and report as one of the primary objectives. Our team will ensure open and effective communication with DMAVA, facility leadership and other entities required to ensure any deficient or potential deficient or care related issues are brought up and resolved in a timely manner.

We are confident, given the opportunity, that CPB can provide an exceptional assessment of the needs, and recommend pathways for the Paramus VA home to achieve the highest level of quality and efficient delivery of care. CPB is uniquely situated and extremely qualified to provide the type of leadership and subject matter expertise to best assess the quality and delivery of care currently being provided at the Paramus VA Home to our Veterans. In so doing, our proposal will empathize the following areas of focus: Clinical Care; Infection Prevention; and Leadership. Furthermore, we submit that our experience as a VA care provider, coupled with our proximity,

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<sup>2</sup> Resumes of these professionals are included herewith.

will set us apart from other consultancy proposals as we have a better understanding and familiarity of the resident and patient population that will be utilizing and considering the Paramus VA Home of their LTC needs.

## **I. Clinical Care:**

BNBMC, a clinical affiliate of Rutgers New Jersey Medical School, has Board Certified, experienced physicians, nurses, and healthcare professionals providing care to patients and residents in need of primary care, cardiology, nephrology, ENT, endocrinology, podiatry, vascular surgery, orthopedic surgery, pain management, and other clinical specialties.

We have board certified, experienced psychiatrists specializing in all aspects of mental and behavioral health including depression, suicide, risk of self-harm, dual diagnoses, dementia, PTSD and addictions.

BNBMC, a 4 star CMS rated facility, exceeds state and national benchmarks for quality measures of high risk residents with: pressure injuries; urinary tract infections; catheter inserted and left into bladder; whose need for help with daily activities has increased; and residents whose ability to move independently worsened. Our number of rehospitalizations and emergency department visits of long stay residents is lower than state and national rates. Our LTC Division has not had a case of *C-difficile* in the 5 years CPB has been operating BNBMC and all the infection prevention and control data continues below established benchmarks.

Utilizing this expertise, CPB will assess and review the current compliment of caregivers at the Paramus VA Home, with a focus on improved outcomes, delivery of care and efficiency of service. CPB will also focus on how Veteran residents/patients clinical care is managed and communicated to them and their families and guardians.

## **II. Infection Prevention:**

BNBMC provides a unique and experienced expertise in infection prevention programs and strategies, with a specialized focus on LTC. Our proven ability to identify and mitigate issues before problems arise has set BNBMC apart from similarly situated facilities. Our onsite Infectious Disease Physician works hand in hand with our Infection Prevention team to ensure we abate communicable disease and also ensure our staff are practicing in the safest manner. BNBMC excels in our handwashing compliance data which is a part Leap Frog Survey criteria. We continuously assess personal protective equipment usage assuring par levels are maintained with a focus on the safety of residents and staff when making decisions. For example, BNBMC was the first in the region to proactively implement the use of N95s for all staff in clinical areas before it became a state mandate. Moreover, in order to minimize infection amongst our residents, we move positive resident to single-occupancy bedrooms until they are recovered and no longer infectious. Our residents and staff receive COVID-19 vaccines/boosters on site, the same day as requested, without delay. Our Infection Prevention team is visible throughout the medical center, well known by our residents/staff and have put together educational programs and clinical pathways for various clinical diagnosis.



An initial area focus of our review will be the Paramus VA Home's current Infection Prevention Policies and implementation of those policies. Leveraging our experience at BNBMC we will concentrate not only on airborne infections such as COVID-19, but also those caused by bacterial, fungal and other common infectious agents found in LTC facilities. In so doing we will be assessing how resident/patient care and interaction is provided and the steps taken in those situations to minimize the risk of infectious disease.

### **III. Leadership:**

BNBMC's leadership team is comprised of dedicated, hands on healthcare executives and providers spanning throughout the medical center. CPB's President and Chief Executive Officer, Deborah Visconi, has decades of experience in transformational healthcare. Kathryn Richardson, the Long Term Care Administrator has over 25 years' LTC experience, 15 of which as the Administrator of LTC at BNBMC. Grace Vickerie, the LTC Director of Nursing, has 23 years of nursing leadership, 20 of those at BNBMC. We have identified Ms. Richardson and Ms. Vickerie to lead our consultancy services team at the VA Home. Their vast and varied experience in regulatory fields and compliance with requirements, burnished through many successful surveys from both NJDOH and Joint Commission, make them subject matter experts in the best practices and procedures necessary to elevate LTC facilities to the highest level of care and quality. Both have held leadership roles in professional organizations and boards in their respective fields as well. Ms. Richardson and Ms. Vickerie have received recognition for their roles at BNBMC.

CPB will be assigning Serge Dumay, MD, an experienced full-time on site LTC Medical Director, with over 20 years of LTC leadership, to specifically focus on the care provided to the residents. Utilizing our experienced LTC professionals we will be able to provide the fulsome review and analysis anticipated by the Bid Solicitation. All three key leaders will have their "boots on the ground" to determine if the residents and their families are receiving the highest quality of care and life they are entitled to and deserve.

If awarded the bid, CPB will have a full team of consultative experts, including Quality and Resident Safety, Facilities and Environmental Management, Social Work, Human Resources among others that will assist in the goals and mission to recommend improvements in the overall operation of the Paramus VA Memorial Home. BNBMC leadership is built on teamwork and tackling the challenges that may arise by working together toward the shared goal of highest levels of comfort and quality care for our patients and residents. As we assess the delivery of care and administration at the Paramus VA Home we will be assessing the leadership skills required to successfully manage and operate such a facility.

### **IV. Veterans Experience:**

BNBMC has an existing contract with the United States Department of Veterans Affairs and understands the key clinical needs of Veterans from "traditional" acute care needs to the unique psychosocial and behavioral health issues resultant from the Veterans services to our country. BNBMC currently provides some acute care services to the Paramus VA Memorial Home (for example, we currently provide COVID-19 vaccinations to the facility's employees and residents).

## **V. Proximity:**

BNBMC is directly across the street of the Paramus VA facility. We are familiar with the facility which will provide a unique benefit to our ability to assess the facility from a physical plant or residential experience perspective. This familiarity and proximity will allow for quick and timely assessment from not only those identified herein as the principal consultants but also from CPB's clinical and administrative team members to support and supplement our consultancy team to make certain the analysis and recommendations ultimately made are specific to the needs of the patient population that the Paramus VA Home serves. This proximity allows CPB to offer the "value additive" of utilizing additional human capital at no additional cost to the DMAVA.<sup>3</sup> As the current operator of a large facility on 65 acres adjoining the Paramus VA Home, we understand the tremendous effort and upkeep that goes into a large campus and recognize what is needed to provide person centered care and a homelike environment in this region.

CPB is uniquely positioned with a full understanding of the high level of responsibility accepted by partnering with a governmental entity, providing consultative services and going above and beyond meeting all consultative tasks. Through the existing skill and knowledge of our subject matter expert professional team, CPB will bring our experience and successful methods of overcoming challenges and our recognized transformational ability to our assessment of the needs of the Paramus VA Home. This, however, it is not the only reason we believe CPB is a singular option for consultation service for the Paramus VA Home. Because CPB operates BNBMC and its LTC facility, we also know the stringent, but necessary, steps which must be taken to ensure a facility is as clean, safe and infection free as possible while providing the highest quality of life and care to all the residents. Serving our communities is part of the mission of CPB. Consequently, providing DMAVA our expertise for this consultancy related to the operations and delivery of care at the Paramus VA Memorial Home it is consonant with our organizational ethos to expand high quality care to all in our community.

## **VI. Contract Management:**

CPB will follow the posted completion dates set forth by the DMAVA for each task as outlined in the Bid Solicitation and noted in the draft contract schedule. Each task will be addressed in written reports (or as components of a larger report) to ensure clear communication and recommendations by CPB to the DMAVA Commissioner. CPB will establish a quality dashboard with key indicators to streamline the achievement and outcomes. Any recommendations that CPB determines are urgent, specifically those that impact resident safety and care, will be memorialized immediately in writing, with a request for a verbal discussion with the DMAVA Commissioner. For the initial four to six weeks of the consultancy, CPB will provide verbal weekly status reports to ensure that any immediate needs are communicated. CPB will take direction from DMAVA on the level of communication related to the recommendations being discussed with the Paramus VA Home leadership. CPB believes in teamwork and transparency in communication. We will ensure ongoing status reports, meetings and timely communications to the DMAVA Commissioner.

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<sup>3</sup> CPB attached hereto a proposal for the costs for the consultancy as required by the Bid Solicitation.

## CONTRACT REFERENCES:

1. Sublease, Lease and Operating Agreement (“SLOA”) by and between the Bergen County Improvement Authority and Care Plus Bergen, Inc. Dated July 14, 2017, for a term commencing October 1, 2017 through September 30, 2036, the Bergen County Improvement Authority (“BCIA”) contracted with Care Plus Bergen, Inc. (“CPB”) as its designated tenant-operator to manage and operate the healthcare facility (including its licensed Long Term Care units) formerly known as Bergen Regional Medical Center, renamed, effective October 1, 2017, Bergen New Bridge Medical Center (“BNBMC”). In addition to management and operation of the facility, the SLOA required CPB to develop both short and long term assessments for the facility, including a Long Term Strategic Plan within the first eighteen (18) months of the contract.

The SLOA is a more expansive arrangement than the one contemplated by the DMAVA, however, as necessary to fulfill its obligations to the BCIA to manage and operate BNBMC the same analysis and assessments sought in the bid solicitation were required by the BCIA and County of Bergen.

Please feel free to contact:

James J. Tedesco, III  
Bergen County Executive



Mauro Raguseo  
Executive Director  
Bergen County Improvement Authority



**NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

<b>Bidder Name</b>	<b>Bidder Address</b>
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**Directions:** Refer to Request for Proposal Section 3.14 for Bidder instructions. The Bidder shall provide pricing for each line for years 1, 2, and 3 in the green highlighted cells below. Bidders may bid on one, two, or all three facilities. The Bidder must not alter the price schedule in any matter.

Line No.	Item Description	Estimated Annual Quantity*	Unit of Measure	Contract Year 1 Unit Cost	Extension Year 1 Unit Cost	Extension Year 2 Unit Cost	Extension Year 3 Unit Cost	Extension Year 4 Unit Cost	Total Estimated Price for 5-Year Term
<b>Menlo Park Veterans Memorial Home</b>									
1	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, <b>INTERIM</b> LICENSED NURSING HOME ADM NISTRATOR FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
2	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, <b>INTERIM</b> ASSISTANT LICENSED NURSING HOME ADM NISTRATOR FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
3	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, <b>INTERIM</b> DIRECTOR OF NURSING FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
4	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR <b>CONSULTANT</b> FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
5	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, ASSISTANT LICENSED NURSING HOME ADMINISTRATOR <b>CONSULTANT</b> FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
6	ITEM DESCRIPTION (SECTION 4.1): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, DIRECTOR OF NURSING <b>CONSULTANT</b> FOR EACH CONTRACT EXTENSION YEAR.	1	Hour	N/A					\$0.00
<b>TOTAL, MENLO PARK</b>									\$0.00
<b>Paramus Veterans Memorial Home</b>									
1	ITEM DESCRIPTION (SECTION 4.2): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR <b>CONSULTANT</b> FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$96.78	\$99.68	\$103.67	\$108.85	\$113.21	\$1,086,155.20
2	ITEM DESCRIPTION (SECTION 4.2): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, DIRECTOR OF NURSING <b>CONSULTANT</b> FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour	\$75.12	\$77.37	\$80.47	\$84.49	\$87.87	\$843,065.60
<b>TOTAL, PARAMUS</b>									\$1,929,220.80
<b>Vineland Veterans Memorial Home</b>									
1	ITEM DESCRIPTION (SECTION 4.3): ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, LICENSED NURSING HOME ADMINISTRATOR <b>CONSULTANT</b> FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00

2	ITEM DESCRIPTION (SECTION 4.3) ALL INCLUSIVE HOURLY RATE FOR ONE, FULL-TIME, ASSISTANT LICENSED NURSING HOME ADMINISTRATOR <b>CONSULTANT</b> FOR EACH CONTRACT YEAR. NOTE: IT IS ANTICIPATED THAT SERVICES WILL BE REQUIRED FOR 12 MONTHS OR MORE AND MAY SPAN ALL THREE CONTRACT YEARS.	2,080	Hour						\$0.00
	<b>TOTAL, VINELAND</b>								\$0.00
	<b>TOTAL, ALL FACILITIES</b>								\$1,929,220.80

**Grace V. Vickerie BSN, RN, GERO-BC, CDONA-LTC, WCC**



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**Experience Summary**

**Director of Nursing – December 2010 – present**

**Bergen New Bridge Medical Center (Bergen Regional Medical Center) , Paramus, New Jersey**

- Work with administrator in the daily management and operation of the 574-bed facility
- Oversee Wound Care Program and Falls Prevention Team
- Hire, Terminate, and Discipline employees
- Initiate investigative protocols for reportable incidents
- Monitor compliance of local, state, and federal regulations
- Initiate and revise nursing policies and procedure
- Coordinate overall efforts of providing quality care to patients with the Unit Manager and staff as well as environmental safety.
- Represent Long Term Care nursing department on hospital-wide Committee and meetings
- Serve as Administrator on Call for the Medical center

**Associate Director of Nursing- June 2003- December 2010**

**Bergen Regional Medical Center, Paramus, New Jersey**

- Assisted Director of Nursing with the daily management of the Nursing Department
- In charge of Pressure Ulcer Prevention Program
- Representative for Infection Control and Product Standard Committee
- Interim Director of Nursing during DON vacancy periods of April – July 2008 and April - June 2009

**Assistant Director of Nursing- December 2000- June 2003**

**Daughters of Miriam Center/The Gallen Institute, Clifton, New Jersey**

- In charge of wound care/ infection control/staff education and Quality Assurance Program
- In- Charge of Joint Commission Readiness Program
- Assisted DON in the daily management of the Nursing Department

**Quality Assurance RN/Infection Control Coordinator- January 1995- December 2000**

**North Jersey Developmental Center, Totowa, New Jersey**

- Completed review of client's record with focus on deficient practice then advised improvement measures to the responsible individual
- Monthly deficiency report with analysis and corrective action.
- Member of the Internal Survey Team to do Internal HCFA Audit.

**Education**

**Bachelor of Science in Nursing, Sacred Heart College**

**PROFESSIONAL Certifications and Achievements**

- RN , New Jersey License
- BLS Certified

- IV Certified, Perivascular Nurse Consultants
- Certified in Level I and Level II Course in Infection Control by APIC
- TB Train the Trainer Certificate
- Wound Care Certified (NAWC) since 2005
- Board Certified in Gerontology (ANCC) – since 2007
- Author of Pressure Ulcer Outcomes Achieved by a Multidisciplinary Team Using validated evidence – based protocols of care - Wound Care Symposium
- Poster presentation Reduce the Incidence of Pressure Ulcer to NJHA 2006-2007
- TWIN AWARDEE (Tribute to Women and Industry) 2008
- Governor’s Merit Award 2009 (Recognition of Excellence in Nursing) 2009
- Lincoln Tech Institute Advisory Board 2010
- Started wound care program of the facility, including Pressure Ulcer Collaborative at BMRC
- Certified Director of Nurses Administration (NADONA) since 2011
- Started EMR (Electronic Medical Records) using KNS System and Care Tracker System at BMRC
- Philippine Nurses Association Executive Board: 2012- to present
- 2012 NJBIZ Health Care Recipient
- Attained The Joint Commission Gold Standard of Care 2014
- PNANJ 2012 Nurse Excellence Award Nurse Administrator
- BRMC Nursing Leadership 2017, 2019
- NADONA Nurse Administrator 2017
- Excellence in Service and Dedication to the LTC Continuum 2017 ,2022
- 2018 AHCA Bronze Quality Award
- NJADONA DON of the year 2018
- Bronze Quality Award by AHCA 2018
- PNAA Nurse Administrator of the year 2019
- 2019-2023 Gold Award Antimicrobial stewardship by NJDOH

## **PROFESSIONAL MEMBERSHIP**

- NADONA (National Association of Director of Nursing Administration) 2003 – Executice Board Member
- Philippine Nurses Association of NJ, Inc. and Philippine Nurses Association of America (date range)
- National Alliance of Wound Care
- NJSNA/ANA (New Jersey State Nurses Association)
- AADN’s (American Association of Director of Nursing Services)

## **REFERENCES**

Annabelle Villafuerte, RN, MSN [REDACTED]

*Others Available Upon Request*

# George A. Young Jr., CHFM, MBA-HCA

## Senior-Level Operations Professional: **Healthcare Administration | Facilities Management**

Driven leader dedicated to maximizing, safety, quality, and productivity of daily operations. Experienced with all aspects of facilities management from boilers and electrical systems to HVAC and TJC. Proven ability to allocate resources effectively, increase production and efficiency, minimize unnecessary costs and maintain quality standards. Implements strategies in alignment with organizational objectives to provide a clear sense of direction. Excellent team building, decision-making, and people management skills, capable of leading by example and enforcing expectations for accountability and integrity. Strong understanding of business and management principles, including budgeting, strategic planning and employee relations.

- Plant Management
- Employee Leadership
- Budget Planning
- Operations Management
- Computer Technology
- Problem Resolution
- Business Management
- Resource Allocation
- General Maintenance

## Professional Experience

### **Bergen New Bridge Medical Center**

2021-present

#### *Vice President, Facilities and Support Services*

- Hospital representative for construction team to ensure projects on time and on budget
- Run all Safety and Security Operations including fire and life safety programs
- Lead a high functioning and professional facilities team including maintenance and compliance
- Lead the biomedical department ensuring that the hospital biomed equipment was functioning properly
- Compile bids for construction, construction documents and drawings
- Run interiors special projects team to ensure projects were completed on time and on budget
- Work with in house Security and Safety team to ensure compliance with JACHO and DOH standards
- Attend Senior Leadership meetings and carry out the mission, vision, and values of the organization
- Create budgets for Facilities, Biomedical and support services department including capital projects
- Created an apprenticeship program for all skilled tradespeople
- Implemented a training and succession planning schedule for all levels of management

### **Holy Name Medical Center, Teaneck, NJ**

2020 – 2021

#### *Director of Facilities*

- Coordinate and oversee the work of 30 general maintenance mechanics, skilled tradesmen, and plant operators and groundskeepers
- Oversee the Safety Manager and the building safety program
- Coordinate the maintenance and repairs to the building and grounds including off sites



- Create department budgets and ensure department fiscal responsibility
- Ensured the facility maintained strict compliance with JACHO, DOH, EPA, DCA, NFPA, and OSHA regulations.
- Built a dedicated team of professionals across all facility operations disciplines
- Work with Facilities Design and Construction team to ensure projects were completed on time and on budget
- Work with Infection Control and Prevention to ensure all facilities work was within proper guidelines
- Generate annual performance reviews, created work improvement plans when necessary
- Compile bids for work, select appropriate vendors, and oversee outside contractors from start to completion.

#### Key Achievements

- Acted as Project Manager for the construction and installation of a new PETSCAN and MRI suites
- Spearheaded construction of new X-Ray rooms, and upgrade of building and facility infrastructure.

**New York Presbyterian, Weill Cornell Medical Center, New York, NY**

2018 – 2020

#### ***Field Director, Facilities Operations***

- Coordinate and oversee the work of 155 general maintenance mechanics, skilled tradesmen, and plant operators
- Oversee the Legionella program and water safety management program including 13 potable water tanks
- Ensure the proper maintenance and appearance of over 3,000,000 sq/ft facility as well as the grounds
- Create department budgets and ensure department fiscal responsibility
- Accountable for maintaining strict compliance with JACHO, DOH, EPA, DCA, NFPA, and OSHA regulations.
- Built a dedicated team of professionals across all facility operations disciplines
- Work with Facilities Design and Construction team to ensure projects were completed on time and on budget
- Work with Infection Control and Prevention to ensure all facilities work was within proper guidelines
- Generate annual performance reviews, created work improvement plans when necessary
- Compile bids for work, select appropriate vendors, and oversee outside contractors from start to completion.
- Organize and direct monthly staff meetings and provide staff with proper training in all aspects of plant operations.

#### Key Achievements

- Manage infrastructure budget of \$3,000,000 and recommended capital improvement to decrease energy costs.
- Prepared for and successfully completed DOH Legionella survey

**Chilton Medical Center, Atlantic Health System, Pompton Plains, NJ**

2017 – 2018

#### ***Plant Operations Manager***

- Coordinate and oversee the work of 22 general maintenance mechanics, skilled tradesmen, and boiler operators.

- Ensure efficient operation of boiler plant and seamless delivery of steam, potable water, and air conditioning.
- Accountable for maintaining strict compliance with JACHO, DOH, EPA, DCA, NFPA, and OSHA regulations.
- Establish properly staffed, motivated workforce for department by interviewing and hiring qualified candidates.
- Participate in the development of department budget and maintain compliance with budget throughout year.
- Oversee sprinkler, fire alarm, and generator testing, and facilitate the correction of deficiencies immediately.
- Work with construction project manager to ensure facility requirements are fulfilled for all completed projects.
- Generate annual performance reviews and provide staff with recommendations for improving in following year.
- Compile bids for work, select appropriate vendors, and oversee outside contractors from start to completion.
- Organize and direct monthly staff meetings and provide staff with proper training in all aspects of plant operations.

#### Key Achievements

- Managed infrastructure budget of \$1,500,000 and recommended capital improvement to decrease energy costs.
- Advocated for improvements to the building that increased energy efficiency by working with energy provider.
- Led energy saving project that simultaneously saved money and increased environmental friendliness.

**Saint Clare's Health System, Dover, NJ**

2015 – 2017

#### *Plant Operations Manager, Chief Engineer*

- Coordinated schedules for maintenance personnel and skilled tradesmen to ensure adequate staffing levels.
- Ensured equipment was in proper working order, from generators and boilers to the fire sprinkler system.
- Verified completion of all required tests and inspections in accordance with state, local, and JACHO policies.
- Reviewed contractor bid packages and recommended to senior management which contractor to select.
- Participated in the preparation of department budgets, including planning operations and capital budgets.
- Tracked trends and analyzed monthly reports cataloging patient related calls and critical PMs.
- Managed all outside contractors, including snow removal, landscaping, lawn sprinkler, and mechanical.

#### Key Achievements

- Oversaw the execution of in-house construction projects, as well as major capital improvement projects.
- Secured 95% completion rate for preventative maintenance work orders by efficiently delegating assignments.
- Spearheaded construction of new X-Ray rooms, and upgrade of building and facility infrastructure.

**Saint Clare's Health System, Dover, NJ**

2003 – 2015

#### *Chief Engineer*

- Scheduled boiler room staff, ordered supplies, and scheduled work orders and preventative maintenance.
- Monitored USTs, ATG, and IC system tests, and ensured results were submitted based on DEP regulations.

- Facilitated and ensured the completion of annual boiler cleaning, inspection, and combustion analysis.
- Compiled necessary records for submitting annual NOx reports as required by the State of New Jersey.
- Oversaw system-wide refrigerant management system to ensure uninterrupted steam, hot water, and heat.
- Worked with the building management system to monitor all building systems and equipment operation.

#### Key Achievements

- Managed the installation of new cooling towers, chillers, and deaerator tank.
- Supervised the remediation of a leaking UST, and removal of 3 USTs.

**Saint Clare's Health System, Dover, NJ 2000 – 2003**

#### *Stationary Engineer*

#### Education & Credentials

Certified Healthcare Facility Manager November 2017

Master Business Administration May 2021

Centenary University, Hackettstown, NJ

Thomas Edison State University, Trenton, NJ

Bachelor of Science, Healthcare Administration June 2013

Thomas Edison State College, Trenton, NJ

Associate of Arts, Liberal Arts May 2010

County College of Morris, Randolph, NJ

#### Licensure and Affiliations

Certified Healthcare Facilities Manager- [REDACTED]

Member of ASHE – [REDACTED]

*ASHE Region 2 Leader of the Year 2018*

Member of Healthcare Facilities Manager Society of New Jersey

State of NJ Engineer's License, Gold Seal, No. [REDACTED]

State of NJ Refrigeration License, Blue Seal, No. [REDACTED]

Refrigerant Recovery and Transition License, Level 1

United States Navy, Honorable Discharge 1989

**KATHRYN RICHARDSON, LNHA, CDP, MPA, FACHCA**



Senior healthcare administrator with over 20 years of experience in long term care and medical center/hospital operations. A motivated, energetic leader with a proven track record of success and the ability to organize and prioritize to ensure positive outcomes. Strong leadership qualities with a dedication to providing high quality service to all those to whom care is being provided.

**PROFESSIONAL EXPERIENCE**

***Bergen New Bridge Medical Center, Paramus, New Jersey***

**Senior Vice President of Operations and Long Term Care Administrator, August 2022- Present**

- Continued operation and responsibilities as the LTC Administrator
- Assumed additional leadership role over Radiology Services, Cardiopulmonary Services, Laboratory Service and Acute/Behavioral Health Rehabilitation and Recreation Services

**Vice President and Administrator, Long Term Care, August 2008 – August 2022**

- Responsible for the overall operation and management of the Long Term Care Division with 574 licensed beds, including 12 ventilator SCNF beds
- Overall management of over 350 FTE
- Ensure the quality of care and quality of life for the residents at the highest level
- Responsible for and manage an operational budget of \$18 million
- Member of Senior Leadership with exposure to all aspects of the Medical Center
- Member of the CEO's Cabinet Team
- Ensure regulatory compliance with CMS and New Jersey Department of Health regulations and with Joint Commission Accreditation Standards
- Overall leadership of all departments with department heads being direct reports
- Responsible for the
  - Implemented Quality Assurance Performance Improvement (QAPI) Committee
  - Achieved multiple successful DOH surveys achieving Advisory Standards
  - Recognized with the NJ DOH Gold Award for Antimicrobial Stewardship
  - Implementation of Quality Assurance Performance Improvement Program
  - Established COVID-19 Outbreak Response Plan in conjunction with Infection Prevention
  - Adhered to all COVID-19 guidance, executive orders and regulations
  - Successfully participated in and completed several union negotiations
  - Eliminated the use of alarms to create and alarm free environment
  - Achieved a Five Star Rating via CMS Five Star Program
  - Quality Metrics meet or exceed national or state or national and state benchmarks
  - Participates in the Medical Center's Strategic Plan
  - Created and maintains the LTC Facility Assessment
- Member of Senior Leadership team through a successful transition from a for-profit to non-profit management company

- Mentors for administrative internship program to prepare future administrators for licensure
- Senior leadership sponsor of the Pressure Injury Lean Team
- Coordinated resident and family experience survey and action plan(s) as needed with results
- Member of medical center committees including, not limited to Infection Control, Environment of Care, Emergency Management, QAA/QAPI, Corporate Compliance Committee
- Member of the LTC Advisory Committee of the New Jersey Hospital Association
- Direct report to the President and Chief Executive Officer

**Assistant Administrator, Long Term Care, March 2004 - August 2008**

- Assisted the Administrator with the day to day operations of Long Term Care
- Implemented the Family Council
- Created a facility rounding tool to ensure compliance with Life Safety and various other regulations
- Assisted with transition from outsourced pharmacy provider to in house operation for a more care and cost efficient process
- Member of Environment of Care, Infection Control and Performance Improvement Committees

**Director, Recreation, Long Term Care,**

- Responsible for the creation and implementation for recreational activities for the residents
- Liaison to the Resident Council
- Hires and supervises recreation staff and monitoring employee performance
- Created in-services and training programs for recreation department
- Ensured policy and procedure manuals were current and relevant
- Responsible for payroll and annual mandatory requirements for staff
- Member of various medical center committees
- Zero citations in the Recreation Department for Dept of Health and Joint Commission surveys
- Prepared and was awarded a grant to create a Snoezelen Room

**Assistant Director, Recreation, Long Term Care, March 1999 - March 2004**

- Assisted Director in Recreation Department with creation of activity programs
- Re-designed Resident Council Meetings
- Assisted in the hiring of Recreation Staff
- Conducted resident activities as needed
- Acted as Interim Director during times when Director was on Leave of Absence
- Performed program audits and chart audits to ensure compliance with regulations

**EDUCATION**

Master's Degree, Public Administration with a Concentration in Health Care Administration  
*Kean University, Union, NJ, 2002*

Bachelor's of Science Degree, Physical Education Studies and Health/Wellness  
*University of Delaware, Newark , DE, 1997*

**PROFESSIONAL MEMBERSHIPS/AFFILIATIONS**

American College of Health Care Administrators, Member and Former National Board Member  
Kean University, Former Part Time Adjunct Professor for the LTC Track in the MPA Program  
Healthcare Financial Management Association  
Society of Licensed Nursing Home Administrators  
New Jersey Hospital Association, Member, LTC Advisory Committee

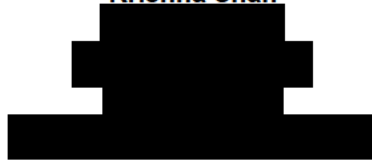
**LICENCSE/CERTIFICATIONS**

Licensed Nursing Home Administrator  
Certified Dementia Practitioner, National Council of Certified Dementia Practitioners  
Fellow, American College of Health Care Administrators  
Eden Alternative Trained

**AWARDS/ACHIEVEMENTS**

Gold Award for Antimicrobial Stewardship, NJ Department of Health, 2019, 2020, 2021, 2022  
Bronze Award, American Health Care Association, 2018  
Distinguished Nursing Home Administrator Award, NJ Chapter, ACHCA, 2016  
Eli Pick Facility Leadership Award, 2012  
Nursing Home of the Year, CBIZ, 2012  
Forty Under 40 Award, 2013  
New Administrator Award, NJ Chapter ACHCA, 2010  
Tribute to Women in Industry (TWIN) Award, YWCA, 2008

**Krishna Shah**



**OBJECTIVE** To obtain a full time position in the field of Social Work.

**EDUCATION** **UNIVERSITY OF PHOENIX** Phoenix, AZ  
MBA/MHA – Business/Healthcare, May 2022

**RUTGERS UNIVERSITY** New Brunswick, NJ  
**SCHOOL OF SOCIAL WORK**  
MSW – Social Work, May 2001

**RUTGERS UNIVERSITY** Newark, NJ  
**NEWARK COLLEGE OF ARTS & SCIENCE**  
BA/BSW – Psychology/Social Work, May 2000

**EXPERIENCE**  
7/9/18- Present

Bergen New Bridge Medical Center Paramus, NJ  
LTC Social Services  
Director

- Acts as a resource to other Social Workers
- Establishes standards of practice to establish uniformity of the role
- Assists with update and revision of Policy and Procedures manual
- Conduct performance reviews to validate competencies
- Conduct regular staff meetings
- Participates in Center based Quality Improvements; Provide quarterly QA/PI reports
- Plan and direct a comprehensive social service program which provides for support services for residents and families;
- Participates in an interdisciplinary team approach to better serve the needs of the Residents
- Provides for therapeutic intervention to help residents cope with social and psychological aspects of their illnesses, impairments, or disabilities as well as their feelings about institutionalization and separation from family, community, physical and emotional loss;
- Maintains documentation in the resident's EMR per policy
- Develops social service component of the resident's plan of care identifying specific problems, goals and approaches. Participates in interdisciplinary care planning conferences at time of admission and at prescribed intervals therefore in order to help develop and revise the overall plan of care for residents. Ensures and documents that residents/families have input into the care planning process;
- Acts as liaison between residents, families, outside agencies, and the Administrator to ensure that the resident's rights are maintained

- Takes responsibility for conducting family meetings as needed;
- Functions in a management capacity and adheres to all policies and procedures as a representative of Administration
- Performs administrative requirements such as completing necessary forms and reports under the direction of the Administrator and submitting such reports to the Administrator and/or consultants as required;
- Ensures that residents and families receive the highest quality of service in a caring and compassionate atmosphere which recognizes the individuals' needs and rights
- Supervise MSW and BSW Social Work Interns
- Conduct Quarterly Family Council Meeting
- Review incoming Referrals for admissions
- Provide community outreach through presentations with Marketing/Public Relations/Business Development departments to generate new referral sources

7/10/17- 7/7/18

RWJ Barnabas Health  
 Ambulatory Care Center - Outpatient Dialysis Center  
 Livingston, NJ  
 Social Worker

- Responsible for providing psychosocial assessments and intake of patients with commercial, Medicare, and Medicaid insurance.
- Complete psychosocial assessments to identify patient needs, social status, and strengths.
- Provide individual counseling for patients and their family members who are suffering from psychosocial issues, economic and cultural issues.
- Coordinate and consult with interdisciplinary team to address the results of psychosocial and Kidney Disease and Quality of Life assessments that impact patient care.
- Serve as clinic liaison to community social service agencies for patient resources.
- Refer patients to the appropriate external and community resources to address their presenting need.
- Attend Case Conferences.
- Assess patients on initial and quarterly basis and document in EMR.

6/2001 – 7/7/17

BERGEN REGIONAL MEDICAL CENTER  
 Rehabilitation/Respite/LTC Unit  
 Paramus, NJ  
 Medical Social Worker

- Provide patients with 1:1 counseling.
- Provide support services for families.
- Coordinate and attend family meetings with IDCP team.
- Assess and evaluate patients for Interdisciplinary Care Plan Team, Minimum Data Sheet Assessments, and Care Plans.
- Referrals to community resources.
- Attend Case Conferences.



- Comprehensive knowledge of discharge planning.
- Coordinate/Facilitate services between MD and Rehabilitation Department.
- Work with Utilization Review, Government/Private Insurances as well as Medicare/Medicaid.
- Assist patients and families with Medicaid applications.
- Assist patients with managing and accessing personal needs allowance accounts.
- Assess and assist in placing patients on appropriate floors as per level of needs.
- Attend and assist with Accounts Receivable.
- Arrange Transportation and medical appointment.
- Provide Task supervision to Social Work students.
- Coordinate and facilitate Caregivers' Support Group.

3/2009 – 3/2011

**CARING FAMILY COMMUNITY SERVICES      Manalapan, NJ**

**Intensive In-Home Therapist**

- Meet with children age 2-18 on a weekly basis to provide 1:1 intensive in home short term therapy.
- Input into data base Initial Assessment which includes treatment plan.
- Set goals with child for therapy, and adjust goals as needed for child.
- Meet with child and family to help with family communication, dynamics, overall functioning and include family in treatment plan and goals.
- Record therapy progress notes into the database for agency and also state database under Perform Care website (Cyber).
- Terminate with child and family and make referrals as needed and appropriate.
- Do crisis intervention as needed.

*LICENSURE:*

**LCSW  
SIFI Certification  
Clinical Supervisor**

*REFERENCES:*

Available Upon Request

**Education**

**Master of Science, Health Administration, 2003 - New Jersey City University, Jersey City, NJ**

Bachelor of Science - Nursing  
1983 - Fairleigh Dickinson University - Rutherford, N. J.

**Professional Experience**

**Bergen New Bridge Medical Center 2017 - to present**  
Director, Infection Prevention and Control

- Responsible for the overall Infection Prevention and Control program for all areas of the medical center
- Updates and maintains Infection Prevention policies and procedures
- Creates and implements training programs for staff, patients/residents and family members
- Coordinated the COVID-19 Outbreak Plan
- Chair of the Infection Control Committee
- Key member of the Antimicrobial Stewardship Committee
- Created clinical pathways for nursing staff
- Completes and updates annual Infection Prevention and Control Plan
- Liaison with the Bergen County and New Jersey Departments of Health

**Bergen Regional Medical Center, 2014 and 2016**  
Consultant - Joint Commission Readiness

**Bergen Regional Medical Center, 2012**  
Consultant

- Assisted in ensuring compliance was reached with and Infection Control citation
- Reviewed policies and procedures related to Infection Control with recommendations for changes
- Reported progress to NJ Department of Health

**St. Joseph's Healthcare System**

1994 to 2000 Infection Control Practitioner -SJHMC  
2000 to 2011 Manager, Infection Prevention and Control  
Paterson Campus, St. Vincent's Nursing Home  
Ambulatory Clinics, Dialysis Center  
  
2011 to 2017 Director, Infection Prevention and Control  
Paterson Campus, Wayne Campus,  
St. Vincent's Nursing Home, Ambulatory  
Clinics

- **Collaborates with the hospital Epidemiologist to design, implement, coordinate and maintain an effective Infection Control program, which meets the needs of the healthcare system, based on risk assessment and is consistent with Regulatory requirements.**
- **Acts as a liaison between the medical center, the ambulatory sites, the Local Board of Health and the community.**
- **Supervises the daily activities of the infection control practitioners**
- **Ensures appropriate and timely reporting of infectious/communicable diseases**
- **Designs and implements educational presentations for all hospital personnel, patients, family members and all others as appropriate.**
- **Supports the healthcare system preparation for regulatory surveys**
- **Participates in the hospital strategic planning process and supports the mission of the medical center with a focus on the health and safety of the patients, personnel, visitors.**
- **Co-Chair Infection Control Committee**

**Professional  
Associations**

Association for Professionals in Infection Control and  
Epidemiology (APIC), Northern NJ Chapter

**Certifications**

Certification in Infection Control and Epidemiology (CIC), Valid  
through 2024

**Community  
Outreach**

2019 Sepsis Brunch and Lear

2019 Measles Lunch and Learn

2020 Influenza and Coronavirus Bergen County EMS

## LICENSES & CERTIFICATIONS

### New Jersey Medical License (1987-Present)

**Medical Director Certification-**  
The Society for Post-Acute and Long Term Care Medicine (AMDA) and The American Board of Post- Acute and Long Term Care Medicine, Washington, DC (2012)

### Healthcare Management Certification

AMERICAN COLLEGE OF HEALTHCARE EXECUTIVES (FACHE), Paramus, NJ (2013)

### Medical Staff Leader Certification

THE GREELEY MEDICAL STAFF INSTITUTE, New York, NY (2011)

### Other:

- American Board of Post-Acute and Long-Term Care Medicine (AMDA) (2010)
- American College of Healthcare Executives (FACHE) (2013)
- Health Care Quality and Management (CHCQM) (2001-Present)
- American Board of Anti-Aging Medicine (ABAAM) (1998-Present)
- American Board of Internal Medicine (ABIM) (1997-Present)
- American Board of Quality Assurance and Utilization Review Physicians (ABQAUR) (1993-Present)

## EXECUTIVE PROFILE

A results-oriented, visionary Medical Executive with an extensive background in operational improvements and action-driven leadership. An influential negotiator who directs high-producing teams, mediates and resolves problems, and wins collaboration from physicians and ancillary staff alike. An innovative, communicative leader with demonstrated success in matters pertaining to Joint Commission Accreditation, Regulatory and Compliance Issues, Patient Safety, and Physicians Recruitment.

A key member of Senior Administration Team who contributes to formulation of strategic direction, patient care policies, and the vision and values of the organization to achieve business goals. Collaborate with President/CEO to determine current and future medical staff opportunities to effectively participate in hospital services, programs, and initiatives in response to community needs and market force changes.

Designated Physician Champion for Electronic Medical Record and Clinical Documentation software—evaluation, acquisition, and implementation. Hold Board Certification in Internal Medicine, Quality Assurance and Utilization Review, Medical Staff Leadership, Post-Acute Medical Direction, Business Administration, and Hospital Management. Actively participate in Administrative On-Call responsibility. Previously a bedside physician for more than 25 years.

## PROFESSIONAL EXPERIENCE

### BERGEN REGIONAL MEDICAL CENTER

(Formerly Bergen Pines County Hospital), Paramus, NJ

1982-2017)

#### Chief Medical Officer (2002-2017)

*Provide senior-level leadership and oversight over the Medical Staff Office, Physician Credentialing, and Ongoing Professional Practice Evaluations for this \$300 million full-service, accredited Medical Center that provides comprehensive, compassionate Long-Term Care, Behavioral Health Care, and Acute Care services to 1000 in-patient beds and credentials 200 physicians annually. Direct reports: 15. Indirect reports: 219.*

- Lead clinical and quality initiatives that support the provision of consistent clinical performance and practice standards across the three divisions of the hospital by developing hospital wide PI projects such as anticoagulation administration, sepsis order sets, suicide prevention protocol.
- Provide senior level leadership and mentoring to 12 Medical Directors throughout the hospital; and facilitate hospital-wide medical staff integration involving in-clinical documentation improvement.
- Drove a 60+% increase in compliance with CMS core measures by developing tools, protocols, and educational materials that resulted in a 20+% increase in JC ORYX Performance Measure report and improved clinical integration, communication, and documentation.
- Slashed non-formulary medication requests 80% by developing new formulary; and achieved cost savings of \$300,000+ with automatic substitutions and Physician buy-in.
- Decreased staff turnover 10+% by providing senior level leadership to all Medical Directors throughout the hospital.
- Sustained increased Medicare reimbursement through better clinical documentation by forging better collaboration between Physicians, Clinical documentation Reviewers, and Nursing Staff.
- Achieved three consecutive positive Joint Commission Accreditation Surveys through clinical and quality initiatives that support the provision of consistent clinical performance and practice standards across the hospital.
- Cut delinquency rate of medical records from 58% to 20%—well below Joint Commission acceptable rate—by implementing new medical records access protocols

**Serge Dumay, MD, CMD, MBA, FACP, FACHE**  
**Chief Medical Officer / Vice President, Quality Outcome Management**

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## **CORE COMPETENCIES**

### **MEDICAL STAFF LEADERSHIP**

- Hospital Administration
- Clinical Resources Allocation
- Utilization Review
- Regulatory Compliance
- Electronic Health Records
- Information Technology
- Physician Recruitment
- New Business Development
- Graduate Medical Education
- Revenue Cycle
- Medical Staff Leadership
- Strategic Planning
- Dispute Resolution
- Credential Committee
- Medical Executive Committee
- OPPE
- FPPE
- Peer Review
- By-Laws
- Rules & Regulations

### **MANAGEMENT**

- Out-patient Clinics Management
- Medical Staff Office Management
- Administrator On-call Rotation
- ER Physicians & Hospitalists Management
- Acute Medical Detox Unit

### **NEGOTIATIONS / MEDIATIONS**

- Physicians Union Agreement
- Exclusive Contracts
- Nurse Union Agreement
- Disruptive Physicians Issues
- Customer Complaints Resolution

### **EMR IMPLEMENTATION**

- Physicians Buy-in
- Education & Training
- CPOE for Regulatory Compliance
- IT Physician Coach for Help
- Physician Advisory Corps

### **REGULATORY & JOINT COMMISSION (R&JC)**

- R&JC Readiness Vault Creation
- Core Measures Compliance
- NJ Department of Health Liaison

## **PROFESSIONAL EXPERIENCE** *(continued)*

### ***Vice President, Quality Outcomes Management (2009-Present)***

*Provide direct oversight over Utilization and Clinical Resource Management, Performance Improvement, Compliance with National Patient Safety Goals, and Risk Management for New Jersey's largest hospital with 1,070 beds. Direct reports: 5. Indirect reports: 14.*

- Generated \$600,000+ in profit by spearheading measures to decrease length of stay through use of specialized software, formulating a functioning PI Committee, reorganizing the UR Department, and creating a Disposition Coordinator position that improved compliance via enhanced 24/7 communication between Physicians, Nurses, and Case Managers.
- Spearheaded maximum compliance with National Patient Safety Goals by developing tools and protocols that monitored high-risk activities such as Anticoagulation Administration, Blood Transfusions, Preoperative Time-out, etc.
- Maintained a low litigation rate of less than 1% by aptly resolving patient/customer complaints.
- Initiated a hospital-wide noise reduction protocol to increase patient comfort and satisfaction that resulted in higher patient satisfaction scores in HCAP.
- Chair of Performance Improvement and Pharmacy and Therapeutics Committees that facilitated development of hospital-wide PI projects and standardized therapeutic regimens for the entire hospital.
- Ensured hospital compliance with all Joint Commission and Federal regulatory statutes.
- Updated the MSO Bylaws, Rules and Regulations, and Policies and Procedures to make them more relevant and current by adding sections on disruptive physician, substance abuse, harassment issues, and more. (2015)
- Raised attendance at Grand Rounds Lectures and educational activities 21% in two years by increasing communication through massive email campaigns and compliance among medical staff members.
- Increased attendance at Department of Medicine meetings from 16% to 69% by changing the Venue, Format, and Time and providing problem focus/resolution milieu for busy attending physicians.

### ***Medical Director, Long-Term Care Division (2012-Present)***

*Provide leadership, direction, and oversight for New Jersey's largest licensed nursing home to include sub-acute/rehabilitation services, in-house respiratory therapy, surgical care, tracheostomy care, hospice services, a comprehensive wound-care program, secure Alzheimer / Dementia Units, and diversified Recreational Therapy. Direct reports: 13. Indirect reports: 9.*

- Ensure all medical staff functions are carried out to meet accreditation and licensing requirements for the institution and that hospital services and medical care quality are in compliance with all regulations.
- Decreased number of residents with elevated BUN from 15 per 1000 patient days to 4 per 1000 through development of new dehydration prevention measures.
- Reduced number of medications per resident per day from 38 to 14 through the development of Pharmacy and Nursing Protocols, a program that mandated duration and end date on all orders and clinical indication for all medications.
- Reduced the use of anti-psychotic medications in Long-Term Care Residents from 39% to 17%.
- Introduced policies and procedures to prevent and reduce transmission of covid19 in Long Term Care settings.

### ***Medical Director, Outpatient Medical Clinics (2010-2017)***

*Manage 106 physicians in the Outpatient Medical Clinics covering 23 specialties: Allergy, Breast, Cardiology, ENT, Endocrinology, Dermatology, Gastroenterology, Genitourinary, Gynecology, Hematology, Infectious Disease, Medical, Nephrology, Neurology, Ophthalmology, Optometry, Orthopedic, Pain Management, Psychiatry, Podiatry, Pulmonary, Rheumatology, Surgical, and Vascular. Also provided supervision and discipline of all Outpatient Clinic Providers. Direct reports: 24. Indirect reports: 99.*

- Improved CMS core measures scores 30 points on average over a two-year period.

**Serge Dumay, MD, CMD, MBA, FACP, FACHE**  
*Chief Medical Officer / Vice President, Quality Outcome Management*

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## **EDUCATION**

**Master in Business Administration  
MBA | Physician Executive MBA**  
THE UNIVERSITY OF TENNESSEE,  
STOKLEY SCHOOL OF BUSINESS  
MANAGEMENT, Knoxville, TN -  
December 2008

**Chief of Staff Booth Camp &  
Leadership Training**  
THE CENTER FOR MEDICAL  
EDUCATION, INC., Philadelphia, PA

**Medical Directors Training  
(Academy) Course**  
THE MEDICAL DIRECTOR  
INSTITUTE, Albuquerque, NM

**Sleep Medicine Visiting Fellow**  
SLEEP-WAKE DISORDERS  
CENTER, Bronx, NY and  
MONTEFIORE MEDICAL CENTER –  
Dr. Michael Thorpe's Sleep  
Laboratory, New York, NY

**Senior Fellow, Pulmonary  
Medicine – BERGEN PINES  
COUNTY HOSPITAL, Paramus, NJ**  
July 1985- June 1987

**Senior Resident, Internal  
Medicine – BERGEN PINES  
COUNTY HOSPITAL, Paramus, NJ**  
July 1983 June 1985

**Internship, Internal Medicine  
Resident I – WAYNE STATE  
UNIVERSITY, SCHOOL OF  
MEDICINE, Detroit, MI January 1982  
–June 1983**

**Doctor of Medicine, MD –  
UNIVERSITY CENTRAL DEL  
CARIBE – SCHOOL OF MEDICINE  
Puerto Rico – December 1981**

**Bachelor of Science in Chemistry  
– BROOKLYN COLLEGE, The City  
University of New York, Brooklyn, NY**  
September 1970 – June 1974

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## **PROFESSIONAL EXPERIENCE** *(continued)*

- Evaluated, analyzed, and made recommendations for all new clinical software based on physician surveys and one-on-one interviews with frequent Primary Care Providers, Consultants, Nursing, and Ancillary staff users.
- Met with EM software producers and brought unresolved issues to hospital MIS committee for resolution resulting in improved physician buy-in that resulted in greater use of the EMR and better documentation translating into up-coding and maximized reimbursement.
- Increased HCAP scores from 56% to 82% by spearheading a new Treatment Team concept consisting of a Physician, Nurse Practitioner, Nurse, and Medical Assistant resulting in much greater continuity of care and patient satisfaction and decreased waiting time.

### **Chief Quality Officer (2004-2009)**

*Provided leadership and oversight for Primary Care Attendings and Consultants covering Acute Medicine, Behavioral Health, Emergency Room, Long-Term Care, and Outpatient Clinics. Direct reports: 2. Indirect reports: 10.*

- Developed protocols for Delinquent Medical Records Suspension, Medication Reconciliation, Pharmaceutical Representatives, and New Drug Addition to Formulary.
- Chaired Performance Improvement Council providing oversight of Medical Center's Quality, Performance Improvement, and Case Management activities including enhancing infrastructure to support clinical quality and patient safety.
- In collaboration with department chairperson, spearheaded departmental performance improvement goals and strategies that improved patient flow throughout the medical center.
- Oversaw five consecutive positive New Jersey Department of Health Surveys, three highly successful Joint Commission surveys, a full CMS Hospital survey, and multiple Long-Term Care surveys that ensured regulatory compliance and positive survey outcomes.
- Coordinated Medical Staff investigations and disciplinary actions in consultation with President of Medical Staff, Departmental Chairperson, and Credential Committee in accordance with By-Laws and Rules and Regulations.
- Brought resolution to Nurse-Physician conflicts through internal investigation, private consultations, and reliance on rules and regulations and code of conduct.
- Conducted live in-service in-clinical documentation improvement, ICD-10 conversion, and medication reconciliation trainings for physicians on all new policies and regulatory changes.

### **Chairman, Department of Medicine (2002-2008)**

*Provided leadership and oversight for Members of the Department of Medicine covering all in-patient and out-patient medical specialties and the Emergency Room.*

- Increased compliance scores 25+% over two years through the development of preprinted order sets for CMS core measures and tools to monitor compliance.
- Organized 32 Medical Grand Rounds per year that attracted medical students from four medical schools to Clinical Clerkship at Bergen Regional.
- Represented Hospital Administration in Contract Negotiations and Bargaining Agreements with unionized Physicians that opened the dialog on performance improvement and regulatory compliance.
- Addressed issues raised in Quality of Care Referrals by Case Managers and Nursing staff; and resolved conflicts between Hospitalists, House Doctors, and other Attending Physicians.

### **Consultant, Department of Internal Medicine (1987-2002)**

- Provided Pulmonary and intensive care services to patients in ICU, CCU, SDS, and OR.
- Participated in Pulmonary Section rotation for Outpatient Clinic, Pulmonary Function Reading, and On-call.
- Participated in Medical Students (MS II & III) education from UMDNJ for Clerkship in Medicine, History, and Physical.

**Serge Dumay, MD, CMD, MBA, FACP, FACHE**  
*Chief Medical Officer / Vice President, Quality Outcome Management*

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## HONORS

- **Fellow** – American College of Healthcare Executives, Chicago, IL (2011)
- **Fellow** – American College of Physicians, Washington, DC (2007)
- **Fellow** – American Institute for Healthcare Quality, Oklahoma City, OK (2004)
- **Distinguish Merit Award** – Bergen Regional Medical Center, Paramus, NJ (2007)
- **Board of Trustees** – Bergen County Medical Society, Hackensack, NJ (2007)
- **Board of Trustees** – Bergen Regional Medical Center Foundation, Paramus, NJ (2006)
- **Outstanding Teacher of the Year** – Kennedy Memorial Hospital, Saddle Brook, NJ (1990)

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## PROFESSIONAL EXPERIENCE *(continued)*

### ***TB Clinic Attending Physician (1990-2002)***

- Performed Tuberculosis screening, testing, treatment and follow-up for new international arrivals referred to Bergen County Department of Health by US Immigration Services.

### ***Emergency Room Attending Physician (1997-1999)***

- Provided Physician services to acute medical, surgical, and behavioral emergency patients in the ER with a volume of 16,000+/- visits per year.
- Decreased ER length of stay 20% and increased patient satisfaction 20% (from 65% to 85%) by adding a Nurse Practitioner and eliminating a step in the intake process thereby also meeting new regulatory compliance for ER patient flow.

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### ***Clinical Assistant, Department of Internal Medicine (1998-2008)***

#### ***Attending Physician, Clinical Assistant (1999-2008)***

**HACKENSACK UNIVERSITY MEDICAL CENTER, Hackensack, NJ** 1998-2008

- Provided bedside patient care to Internal Medicine patients.
- Taught medical students History and Physical Examination.

#### ***Medical Director / Owner***

**PARAMUS PULMONARY CLINIC, Paramus, NJ** 1989-2007

- Established this pulmonary practice from the ground up to 2000+ patients.
- Interpreted pulmonary function tests, cardiopulmonary stress tests, and sleep studies; and provided consultation and follow-up for patients with pulmonary diseases.
- Established state-of-the-art Pulmonary Function Laboratory that allowed the performance of accurate and timely lung function assessments and immediate re-evaluations during and after treatment to document success or failure, eliminating patient waiting time of two to three weeks at the hospital.
- Spearheaded a Sleep Study Laboratory—the first of its kind in Bergen County—where patients did not have to travel to Morristown or Newark to obtain a sleep study.
- Championed a Smoking Cessation Program and support group for individuals who had attended and failed multiple smoking cessation programs—an intense six weeks at three days per week program that combined breath testing, blood testing, spirometry, and more.

### ***Consultant, Department of Internal Medicine***

**PASSAIC BETH ISRAEL HOSPITAL, Division of Pulmonary Medicine, Passaic, NJ\*** 1990-2006

**BARNETT HOSPITAL, Division of Pulmonary Medicine, Paterson, NJ\*\*** 1990-2006

**COLUMBUS HOSPITAL, Division of Pulmonary Medicine, Newark, NJ** 1995-2004

- Provided consultation in Internal Medicine and Pulmonary Medicine to patients with complicated and/or chronic diseases for whom the primary care physician had nothing more to offer.
- Mandatory participation in the Ambulatory Pulmonary Clinic involving primarily Medicaid and Charity Care patients who would not otherwise have been able to access this level of care.
- \*Active Member of the Quality Assurance and Utilization Review that developed standard orders sets for ICU and CCU procedures such as ventilator weaning protocol and ICU admission criteria.
- \*Served on Medical Records Committee that successfully denounced attempts by Medical Records to decrease the number of days a provider has to complete final summaries by 50%.
- \*\*Member of Medical Record and Critical Care Committees that reduced delinquency rate by 50+% by establishing a weekly medical record day and maintaining a good rapport with Physicians.



**Serge Dumay, MD, MBA, FACP, FACHE**  
*Chief Medical Officer / Vice President, Quality Outcome Management*

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## **PROFESSIONAL AFFILIATIONS**

*(continued from right)*

- **Member**, Peer Review Organization of New Jersey – HQSI accelerates healthcare quality improvement through a collaborative and interactive process with the healthcare community. (2001)
- **Member**, American Academy of Anti-Aging Medicine - A4M is dedicated to the advancement of technology to detect, prevent, and treat aging-related disease and to promote research into methods to retard and optimize the human aging process. (1998)
- **Member**, American Society of Internal Medicine – SGIM promotes changes and innovation in clinical care and research to achieve comprehensive healthcare delivery. (1997)
- **Member / Fellow**, American Board of Quality Assurance and Utilization Review Physician – Dedicated to providing healthcare education and certification for Physicians, Nurses, and other Healthcare professionals. (1993)
- **Member**, American College of Emergency Physicians – Supports access to quality emergency medical care and the Physicians who provide it. (1990)
- **Member**, Paramus Lions Club – Actively involved in fundraising activities for underdeveloped Countries and granting of scholarships to economically needy students. (1991-1999)

## **PROFESSIONAL EXPERIENCE** *(continued)*

### ***Pulmonary Consultant, Department of Internal Medicine*** 1999-2004

CEDAR GROVE NURSING HOME – Cedar Grove, NJ 07009

ARBOR GLEN CARE & REHABILITATION CENTER – Cedar Grove, NJ 07009

WATERVIEW CENTER – NURSING HOME – Cedar Grove, NJ, 07009

- Provided consultation in Internal Medicine and Pulmonary Medicine to Nursing Home Residents for specific problems Primary Care Providers were not able to handle. Some residents were transferred to an Acute Care Facility under my care.

### ***Attending Physician, Department of Medicine***

VALLEY HOSPITAL – Ridgewood, NJ

1998-2003

- Provided consultation in Internal Medicine to patients who presented to the Emergency Room without a Primary Care Physician and/or my own patients I admitted for inpatient treatment, such as for IV antibiotics, Chemotherapy, elective surgery, cardiac problems, etc.

### ***Medical Director, Emergency Medicine /***

### ***Pulmonary Consultant, Department of Internal Medicine***

KENNEDY MEMORIAL HOSPITAL, Saddle Brook, NJ

1988-1993

- Provided consultation in Internal Medicine and Pulmonary Medicine to patients who presented to the Emergency Room without a Primary Care Physician.
- Increased patient satisfaction 10% and total ER visits 12% in one year by spearheading a Quality Assurance Program that involved 100% ER Charts review with quality and patient satisfaction data published quarterly—sending a powerful message to physicians and staff that quality matters.
- Named “Teacher of the Year” for dedication to teaching resident and medical students (1990).

## **PROFESSIONAL AFFILIATIONS**

- **Faculty Member**, Fairleigh Dickinson University, School of Pharmacy and Health Science (2022)
- **Member**, Physician Executive Constituency Group of the New Jersey Hospital Association. Composed of Chief Medical Officers, Vice Presidents for Medical Affairs, and Physician Leaders to review and discuss new regulatory standards and proposed legislations that affect clinical practice, patient care, and access to healthcare. (2009-present)
- **Board of Trustees**, Bergen Regional Medical Center Foundation. Active in renovation projects including construction of new playground near pediatric ward (2009), and a multi-denominations Chapel (2011), and raising \$250,000 to renovate Medical Center Auditorium (2013). (2008-present)
- **Member**, Institute for Healthcare Improvement – An independent not-for-profit organization helping to lead the improvement of health care throughout the world (2009)
- **Founding Member**, North Jersey Healthcare Collaborative, a multihospital organization formed to improve quality of care delivered by North Jersey hospitals. Standardized Physicians orders for AMI, PNE, and CHF in all Bergen County Hospitals and improved Core Measure score. (2004-2008)
- **Member**, American College of Executive Physicians – World’s premier organization for life-long growth and support for Physician Executives (2003)
- **Member**, National Association of Managed Care Physicians – Empowers Medical Directors with information needed to make healthcare decisions and promote healthcare quality (2002)

**SHARI B. GOLD, MPH, RD, CPHQ**

Healthcare executive with proven leadership expertise in performance improvement, regulatory compliance and operations efficiency.

**PROFESSIONAL EXPERIENCE:**

Bergen New Bridge Medical Center, Paramus, NJ 07652

**Vice President, Quality and Patient Safety**, March 2018-present

Executive, Senior Leader responsible for organizational Culture of Safety and High Reliability; including ongoing performance improvement activities, regulatory compliance and patient safety/clinical risk management for 1070 bed Acute/Perioperative, Behavioral Health (inpatient, partial hospital and outpatient), Long Term Nursing Care and Ambulatory Care Medical Center.

- Implementation of Lean methodology; including teams on suicide risk reduction, work place violence (WPV) prevention, pressure injury prevention, fall prevention, patient throughput, medication safety and opioid stewardship
  - Reduction in WPV occurrences by 47%
  - Pressure injury reduction by 19%
  - LWBS in ED reduction by 14%
  - Bar Code Medication Administration compliance at 99% and CPOE at 94%
- Leapfrog Grade A with Top Hospital Fall 2021, Fall 2022
- Employee flu vaccine compliance; 60% to 100% with mandatory program implemented
- Implementation of the evidence based tools throughout the Medical Center
- Implementation of Medical Center daily safety huddle
- AHRQ Organizational Culture of Safety Survey
- Restructure of FPPE/OPPE, peer review processes with the CMO and Medical Staff Office (MSO); reappointments of providers
- Member of the Graduate Medical Education Committee
- Work with all staff and providers to ensure CMS Core Measure compliance
- PI projects for each hospital unit and department with dashboards and graphs that are posted to promote transparency
- Facilitate Quality Committee of Board of Trustees meeting quarterly and monthly Quality and Patient Safety Meetings
  - Implemented unit dashboards, graphics and transparency of sharing data to facilitate improvements
- Facilitate Leadership Morbidity and Mortality (M&M) meetings
- Responsible for Joint Commission (JC) survey readiness for all divisions of the medical center including 3 manuals (HAP, BH and NCC)
- Successful 2020 Triennial JC survey with Disease Specific Certification for Depression, 2021
- Participate in NJ DOH surveys
- Facilitate Root Cause Analysis (RCA) activities and clinical reviews to promote ongoing performance improvement
- COVID-19 responsibilities; daily data collection and submission to NJDOH/HHS, alternative bed and EM planning, co-coordinator of Covid-19 Vaccination Program for employees, physicians and community
- Administrator on call responsibilities

Atlantic Health System (AHS), Morristown, NJ 07962

**System Manager, Center of Excellence and Transformation-Six Sigma Black Belt**, January 2013-March 2018

System facilitator, mentor and data analyst for Six Sigma, Lean and Quality/Performance Improvement teams/projects throughout AHS. Project members include hospital and physician leadership, staff, and community members. Projects include but not limited to;

- Patient Throughput/Flow Efficiency
  - ED door to room flow time improved by 50%
  - Organizational Patient Flow-reduction in ED LOS by 120 min., co-facilitated redesign of Patient Flow Oversight Committee, team member of Organizational Patient Flow AllSpire Multisystem Collaborative
  - Patient discharge predictability process improvements by 32%
  - Discharge criteria to exit the PACU improvements by 42%
  - ED Split Flow-reduced ED door to discharge TAT by 21 min; LWBS decreased to .10%, well below CMS standard of  $\leq 2\%$ -potential new revenue of \$754K
  - ED admissions to critical care unit arrival time improvement by 14%
  - Patient transporter arrival to testing departments reduced lateness by 32%
- Quality and Patient Safety
  - NIMS reduction in acute rehabilitation center by 40% with 32K cost avoidance
  - Improved retention of AHS neurological patients requiring rehabilitation services within the system by 50%
  - Reduction in Microbiology specimen mislabeling process by 94%
  - System standardization to one Pneumococcal vaccine protocol process
  - System standardization to one OPPE/FPPE process
  - Decreased 30-day readmission rate of Behavioral Health patients by 38% with system rate (6.34%) below national benchmark (9%)
  - Reduction in EKG ordering errors by 94%
  - System standardization for policy formatting and approval process
- Productivity and Staffing Efficiency

## Shari B. Gold

- Redesigned Ultrasound Dept. hours of operation and scheduling of staff to save 80K
- Neuroscience technologists' productivity improvement by 24% with 88K financial savings
- Nursing New Graduate Orientation Program-reduced time on orientation by 18% with a 286K financial savings
- Patient Scheduling
  - Surgical throughput for Breast Center Procedures-reduction in lateness to OR by 32%
  - Infusion chair utilization; improvements in efficiency by 14% and added treatments with 370K additional gross revenue
  - Patient wait time for registration in Access Center reduced by 31%
  - Pain Management Center improvement in scheduling of patient appointments by 16%
- Workplace Organization of Inventory and Storage-5S Lean methodology
  - Reduction in OR inventory cost by 35% resulting in 390K financial savings
  - Reduction in ED inventory by 40% resulting in 46K financial savings
- Information Technology
  - Epic EMR Implementation Project Manager
  - System standardization of clinical and administrative policies, identification of gaps between current and future state (Epic EMR) to determine educational needs for staff, managers and providers
- AHS Wellness Champion and AHS Employee Ambassador

Good Samaritan Regional Medical Center-Bon Secours Charity Health System, Suffern, NY, July 1992- December 2012

### **Quality Improvement Manager/Six Sigma Black Belt, 2006-2012**

Managed regulatory readiness including CMS Core Measure compliance and continuous quality improvement activities for the organization, to ensure patient safety and positive patient outcomes.

- Hospital Joint Commission and CMS manager, established compliance with standards for hospital accreditation, inpatient/outpatient Behavioral Health units and disease specific surveys; successfully led organization through 5 Joint Commission Surveys-Core Measures composite score-98%
- Coordinated and analyzed performance improvement data for the organization; team facilitator and Six Sigma/Lean instructor
- Prepared agenda, data and facilitated Quality Management Council meetings
- Prepared and presented current quality improvement data to Senior Leadership and the Operating Board
- Facilitated improvement initiatives for CMS Core Measures and Value Based Purchasing (VBP) data
- Leader and quality data analyst for System Patient Flow team; improving patient throughput by 50%, 2010, 2011 NorMet Award; presented accomplishments at national IHI conferences
- Worked closely with Risk Management and Infection Prevention Departments on RCAs and patient safety initiatives
- Customer Service Team-active participant in the development of customer service initiatives and team instructor/facilitator, including A.I.D.E.T.
- Managed department of 7 FTEs

### **Performance Improvement Coordinator/Six Sigma Black Belt-Home Health Care Agency, 2002-2006**

Coordinated Performance Improvement (PI) initiatives for Home Care Department, ensured on going regulatory compliance and good patient outcomes.

- Coordinated Joint Commission readiness activities for Home Care Department
- Analyzed and presented PI data to hospital Leadership and staff-Facilitated PI Steering Committee; Six Sigma Team facilitator
- Instructor for department inservices, computer programs, and new employee orientation
- Member of Organizational Customer Satisfaction Committee

### **Manager of Human Resources-Recruitment/Quality/Education and Training, 2001-2002**

Managed all aspects of the recruitment, quality improvement and training activities.

- Coordinated quality improvement program for HR; confirmed compliance with The Joint Commission standards
- Interpreted and provided advice on HR policies, procedures and collective bargaining agreement for managers and employees
- Facilitated and planned HR Orientation Program, Employee Recognition Program and the mandatory update sessions to meet The Joint Commission standards

### **Manager of Total Quality Management, 1997-2001**

Managed the organization's Total Quality Management (TQM)/Continuous Quality Improvement (CQI) Program and managed on going performance improvement activities that ensured patient safety and good patient outcomes.

- Chaired the CQI Steering Committee and the Quality Management Council which reported to the Operating Board
- Coordinated Joint Commission readiness activities for the organization to meet accreditation standards; led 2 successful surveys
- Facilitated hospital wide quality improvement teams, team building workshops, analyzed QI data and presented reports to organization

**Shari B. Gold**

- Worked closely with Risk Management and Infection Prevention Departments on patient safety initiatives
- Education Council Facilitator-Trainer for Management Seminars, Corporate Compliance and Computer System training sessions
- Coordinated the Employee Recognition Program

**Employment in Nutrition field as a Registered Dietitian, 1989-1997**

Commission on Dietetic Registration ID [REDACTED]

Clinically assessed and educated individuals and groups on their nutritional needs. Experience at MetroHealth Medical Center; Cleveland, OH, Palisades Medical Center; Edgewater, NJ, Englewood Dialysis Center; Englewood, NJ, and Good Samaritan Regional Medical Center; Suffern, NY

**EDUCATION:**

**New York Medical College, Valhalla, NY 1996;** M.P.H. Health Services Management and Policy

**The University of Connecticut, Storrs, CT 1989;** B.S. Nutritional Sciences

**PROFESSIONAL CERTIFICATIONS:**

Certified Professional in Healthcare Quality-CPHQ, 2009

Juran Institute Certified Six Sigma Black Belt, 2005

Certified Six Sigma Lean Belt, 2006

Certified Quality Action Teams Facilitator, Organizational Dynamics Inc., 1997

**COMPUTER SKILLS:**

Microsoft Office, Minitab, Visio, Office 365, Epic, Paragon, DOMO

**MEMBERSHIPS:**

National Association for Healthcare Quality

Healthcare Financial Management Association

American College of Healthcare Executives



# Thomas E. Amitrano, MPA, RN

[REDACTED]  
[REDACTED]  
[REDACTED]

## PROFILE

Senior healthcare executive responsible for both clinical and administrative operations across a broad range of functions, including: Acute, Ambulatory and Inpatient Care Services; Behavioral Health Services; Infection Control; Long-Term Care; Nephrology; Employee Health and Wellness; and Education Programs.

## SKILLS

- Set and implement standards that improve delivery of patient care
- Work effectively with all levels of personnel, including medical directors and physicians on major, organization-wide initiatives
- Develop and manage operational and relevant capital budgets that meet or outperform financial goals
- Design and implement process changes to achieve cost-containment objectives while maintaining quality of services

## CAREER ACHIEVEMENTS

- Coordinated efforts to assure successful compliance with all regulatory agencies. For example, maintained NICHE designation while expanding service to the Long-Term Care Division
- Successfully negotiated contracts with internal union organizations, and outside vendors and agencies
- Directly involved in numerous, organization-wide efforts to improve or upgrade services. For example, led efforts to achieve effective reduction of restraint use by decentralizing the policy creation and enforcement process throughout the organization, which increased compliance

## PROFESSIONAL EXPERIENCE

### *Bergen New Bridge Medical Center* PARAMUS, NEW JERSEY

#### **CHIEF NURSE EXECUTIVE, 2012–Present**

Overall responsibility for all nursing personnel at a 1,079-bed facility providing Acute, Behavioral Health and Long-Term Care Services. Manage an operational budget of \$17 million. Coordinate all activities to assure regulatory compliance.

- Responsible for development of standards of patient care and delivery of patient care at the largest single hospital in New Jersey, accountable across all divisions within the institution
- Direct reports include the Directors of: Acute Services (Medical Surgical Units and Intensive Care Units, OR); Emergency Department; Employee Health and Wellness; Ambulatory Outpatient Department; Infection Control; Education; Central Staffing; and seven Nurse Managers in the Behavioral Health Division
- Oversee response plans that are created, modified and updated through the Infection Control Department for the triage, and safe patient and staff handling of communicable diseases, most recently for Zika and Ebola

## SIGNIFICANT ACCOMPLISHMENTS

- Successful results from Joint Commission Survey in 2013
- Successfully completed two union negotiations with HPAAE
- Restructured Behavioral Health Division to streamline decision making and contain costs
- Increased productivity of Outpatient Clinics via a redesign of the practice model to reflect a more patient-centered approach
- Worked with the Marketing Department to rebrand Outpatient Services following the redesignation of Charity Care patients to ACA in an effort to recruit new patients, and to increase services for newly eligible Medicaid patients
- Oversaw redesign of the Employee Health and Wellness Program, including a fast-react program allowing employees to use the medical and sub-specialty clinics for emergent care while on duty. The redesigned program reduced costs and kept services within the institution
- Successfully maintained the Acute and Ambulatory Divisions within their budgets over three consecutive years

THOMAS E. AMITRANO, MPA, RN

*St. Joseph's Regional Medical Center* PATERSON, NEW JERSEY

**DIRECTOR OF NEPHROLOGY SERVICES, 2003–2012**

**ADMINISTRATIVE DIRECTOR, ST. JOSEPH'S DIALYSIS LLC, 2010–2012**

Served in a dual role as both Clinical and Operational Director, and was responsible for oversight of all clinical concerns of one inpatient and three outpatient hemodialysis units that covered more than 600 patients. Managed an operational budget of \$15 million annually, plus capital budget items related to clinical operations. Collaborating with teams across administrative and clinical functions, helped to manage the transition from a non-profit to a for-profit model when a new business was formed as a joint venture between the hospital and a dialysis management company.

**DIRECTOR OF NURSING, MEDICAL/SURGICAL DIVISION, 2002–2003**

Responsible for the planning and oversight of patient care delivered throughout seven Medical/Surgical Units (including Oncology, Psychiatry, Orthopedics, and Infectious Diseases), as well as budget preparation, variance reporting and capital equipment allocations.

*Renal Research Institute, LLC* NEW YORK, NEW YORK

**CHIEF NURSE EXECUTIVE/VICE PRESIDENT OF QUALITY, March 2001–October 2002**

Responsible for the oversight of all clinical/operational concerns throughout the organization, including the development, implementation and reassessment of all clinical policies and procedures for more than 65 units serving more than 6,000 patients, and with an operational budget of \$220 million annually.

- Implemented quality improvement protocols and procedures in cooperation with three Clinical Quality Managers, 20 Facility Administrators, 60 Nurse Managers and Clinical Educators
- Established corporate guidelines and training programs to achieve ongoing reduction in patient anemia status
- Managed the clinical and financial operations of a 110-patient unit in California
- Served as Clinical/Administrative Consultant for 22 units in six states



ASSOCIATIONS AND AWARDS

Bergen Community College, Department of Nursing Advisory Board  
Member, Organization of Nurse Executives in New Jersey (ONENJ)  
Past Vice Chair, Governor's Taskforce on Chronic Kidney Disease, State of New Jersey  
Past President, New Jersey Renal Administrator's Association  
Member, American Nephrology Nurses Association  
The Sisters of Charity of Saint Elizabeth 150th Anniversary Ministry Partners Recognition



EDUCATION

*Fairleigh Dickinson University*

MPA; BS, NURSING, *cum laude*

*Rhode Island College*

BS, EDUCATION



# State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

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

## **1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

## **2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

## **2.1 BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, 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 business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, 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, P.L. 1966, c. 30 (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 Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

## **2.2 OWNERSHIP DISCLOSURE**

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. 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 Quote.

In the alternative, a Contractor 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.

## **2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, 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 Contractor, 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 Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

## **2.4 ANTI-DISCRIMINATION**

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

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

## **2.5 AFFIRMATIVE ACTION**

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [https://www.state.nj.us/treasury/contract\\_compliance/](https://www.state.nj.us/treasury/contract_compliance/).

## **2.6 AMERICANS WITH DISABILITIES ACT**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

## **2.7 MACBRIDE PRINCIPLES**

The Contractor 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.

## **2.8 PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. 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 Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation, as well as future Contract opportunities; and

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 Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor with the Notice of Intent to Award.

## **2.9 POLITICAL CONTRIBUTION DISCLOSURE**

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file



can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

## **2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor 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 State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., 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;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor 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 vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

## **2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

## **2.12 NOTICE TO ALL CONTRACTORS 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.

## **2.13 COMPLIANCE - LAWS**

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

## **2.14 COMPLIANCE - STATE LAWS**

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

## **2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS**

The contractor warrants 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. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## **2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS**

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

## **2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS**

Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment or extension of a Contract to said Contractor.

## **3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**

### **3.1 COMPLIANCE - CODES**

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

### **3.2 PREVAILING WAGE ACT**

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

### **3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

### **3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS**

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
  1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
  2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
  3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
  4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

### **3.5 BUILDING SERVICE**

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

### **3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

### **3.7 SERVICE PERFORMANCE WITHIN U.S.**

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

### **3.8 BUY AMERICAN**

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

### **3.9 DOMESTIC MATERIALS**

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

### 3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

### 3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the “ABC Test” below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

## 4.0 INDEMNIFICATION AND INSURANCE

### 4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### 4.2 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 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. 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 number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: [ccau.certificate@treas.nj.gov](mailto:ccau.certificate@treas.nj.gov)

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

- A. Occurrence Form Commercial 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 Commercial 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 Commercial 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;
- B. 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 \$1,000,000 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;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. \$1,000,000 DISEASE EACH EMPLOYEE; and
3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

## **5.0 TERMS GOVERNING ALL CONTRACTS**

### **5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR**

The contractor's status shall be that of any independent contractor and not as an employee of the State.

### **5.2 RESERVED**

### **5.3 CONTRACT TERM AND EXTENSION OPTION**

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

### **5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK**

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director 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 Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. 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 Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director 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.

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 Director.

### **5.5 CHANGE IN LAW**

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

### **5.6 SUSPENSION OF WORK**

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

### **5.7 TERMINATION OF CONTRACT**

- A. For Convenience:  
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
  1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor

- with an opportunity to respond; and
2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
  - D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

## 5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

## 5.9 RESERVED

## 5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

## 5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

## 5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

### **5.13 APPLICABLE LAW AND JURISDICTION**

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

### **5.14 CONTRACT AMENDMENT**

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

### **5.15 MAINTENANCE OF RECORDS**

Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)**

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
  1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
  2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

### **5.17 NEWS RELEASES**

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

### **5.18 ADVERTISING**

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

### **5.19 ORGAN DONATION**

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

### **5.20 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. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract 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 Contractor in its Quote.

### **5.21 CLAIMS AND REMEDIES**

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies

available at law or in equity.

## 5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

## 5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. 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, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (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;
- E. 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;
- F. 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;
- G. 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
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
  - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
  - (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 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
    - (b) 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 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

## 6.0 TERMS RELATING TO PRICE AND PAYMENT

### 6.1 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 Director 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 provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and



documentation.

## **6.2 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.

## **6.3 PAYMENT TO VENDORS**

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at [www.nj.gov/treasury/purchase/forms/Vendor\\_Timesheet.xls](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls); and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

## **6.4 OPTIONAL PAYMENT METHOD: P-CARD**

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

## **6.5 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.

## **6.6 AVAILABILITY OF FUNDS**

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

## **7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

## **7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## 7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

#### **7.6 COPELAND ANTI-KICK-BACK ACT**

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

### Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

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

## EXHIBIT B - CONSTRUCTION CONTRACTS

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contractor or subcontractor shall interview the referred minority or women worker.
    - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



## EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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

**State of New Jersey Standard Terms and Conditions**  
(Revised September 1, 2022)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

  
\_\_\_\_\_  
Signature

1/23/23  
\_\_\_\_\_  
Date

**Deborah D. Visconi, President and Chief Executive Officer**  
\_\_\_\_\_  
Print Name and Title

**Care Plus Bergen, Inc**  
\_\_\_\_\_  
Print Name of Contractor



**WAIVERED CONTRACTS SUPPLEMENT TO THE  
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**  
(Revised January 11, 2022)

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

This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waiverred Contracts"). The terms in this Supplement are in addition to, or modify the State of New Jersey Standard Terms and Conditions (SSTCs) as applicable and noted below.

**I. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL WAIVERED CONTRACTS**

**A. ORDER OF PRECEDENCE**

The "Contract" shall consist of the following documents: (1) this Supplement; (2) the State of New Jersey Standard Terms and Conditions; (3) the agency's scope of work; and, (4) the Contractor's proposal including any attachments or documents incorporated by reference. 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 as noted above.

**B. NO ARBITRATION**

Notwithstanding anything to the contrary in Contractor's Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration.

**C. NO AUTO-RENEWAL**

Notwithstanding anything to the contrary in Contractor's SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

**II. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR WAIVERED CONTRACTS, AS APPLICABLE**

**A. STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES**

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract. The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

**B. STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

**C. DELIVERY TIME AND COSTS**

Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

**D. COLLECT ON DELIVERY (C.O.D) TERMS**

C.O.D. terms will not be accepted.

**E. CASH DISCOUNTS**

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:

1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

**F. PERFORMANCE SECURITY**

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,

2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

#### **G. RETAINAGE**

If retainage is required on the Contract as stated in the scope of work, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

#### **H. AUDIT NOTICE AND DISPUTE RESOLUTION**

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the: Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

### **III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS**

#### **A. INSURANCE FOR PROFESSIONAL SERVICES CONTRACTS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

##### Professional Liability Insurance

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

#### **B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS**

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

##### 4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

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

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

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

### **IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS**

#### **A. DEFINITIONS**

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Provider's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by

the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

14. The term "Personal Data" means:
  - a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
  - b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Provider's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Provider's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.
23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the

contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

## **B. INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

### **4.1 INDEMNIFICATION**

The Contractor's liability to the State and its employees in third party suits shall be as follows:

- A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
  1. For or 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 work and/or products supplied under this Contract or the order; and
  2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
  3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.
- B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
  1. procure for the State the legal right to continue the use of the product;
  2. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
  3. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- C. The State will:
  1. promptly notify Contractor in writing of the claim or suit;
  2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
  1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
  2. the State's unauthorized alteration or modification of any product supplied under this Contract;
  3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
  4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;
- G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement; and
- I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

## C. INSURANCE FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

### Professional Liability Insurance

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

## D. LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

### 4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

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

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

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

## E. PERFORMANCE GUARANTEE OF THE CONTRACTOR

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following:

### 1. COTS and Customized Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

### 2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized



Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
  - d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.
  - e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.
3. IT Services
- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
  - b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.
4. Hardware
- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
  - b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
  - c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
  - d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
  - e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
  - f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
  - g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.
5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**V. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION**

**A. ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS**

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Provider shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

Provider shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Provider to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Provider shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

- a. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Provider applies to its own Personal Data and Non-Public Data of similar kind.
  - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Provider is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
  - c. Provider shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
  - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Provider to accomplish the work, the Provider shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
  - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Provider or any party related to the Provider for subsequent use in any capacity that does not include the State.
3. Data Location: Provider shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Provider shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Provider may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
4. Security Incident and Breach of Security Responsibilities.
- a. Security Incident Reporting Requirements: Once Provider reasonably determines that a Security Incident occurred, the Provider shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Provider will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Provider in response to the Security Incident.
  - b. Breach of Security Reporting Requirements: If the Provider confirms or reasonably believes that there has been a Breach of Security, the Provider shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Provider will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Provider in response to the Breach of Security.
  - c. Incident Response: When commercially reasonable to do so, Provider may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Provider specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Provider communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
  - d. Following a Security Incident or Breach of Security, Provider shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Termination and Suspension of Service:
- a. In the event of termination of the contract, the Provider shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Provider's possession.
  - b. Suspension of services: During any period of suspension, the Provider shall not take any action to intentionally erase any State Data.
  - c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Provider shall not take any action to intentionally erase any State Data for a period of:
    - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
    - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
    - 3) 60 business days after the effective date of termination, if the termination is for cause.

After such period, the Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

- d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
- e. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be

recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. **Background Checks:** The Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Provider shall promote and maintain an awareness of the importance of securing the State's Data among the Provider's employees and agents.
7. **Access to security logs and other reports:** The Provider shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Provider and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Provider shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. **Service Level Audit:** The Provider shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. **Data Center Audit:** The Provider shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. **Change Control and Advance Notice:** The Provider shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. **Security:** The Provider shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Provider.
12. **Non-disclosure and Separation of Duties:** The Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. **Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider. This includes the ability for the State to import or export data to/from other Providers.
14. **Responsibilities and Uptime Guarantee:** The Provider shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Provider. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Provider shall provide service to the State as defined in the Service Level Agreement.
15. **Right to Remove Individuals:** The State shall have the right at any time to require that the Provider remove from interaction with the State any Provider representative who the State believes is detrimental to its working relationship with the Provider. The State will provide the Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Provider shall immediately remove such individual. The Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.

**Business Continuity and Disaster Recovery:** The Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

## **B. INDEMNIFICATION FOR SAAS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following;

### **4.1 INDEMNIFICATION**

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor's liability to the State and its employees in third party suits shall be as follows:
  1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
    - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

- ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of the contract; and
  - iii. For or on account of a Breach of Security resulting from Contractor’s breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
  - iv. The Contractor’s indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.
2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
  3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State’s unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State’s unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor’s compliance with the State’s designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State’s failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
  4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
  5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
  6. The provisions of this indemnification clause 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 State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
  7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
  8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
- B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor’s exclusive remedy for these claims.

**B. INSURANCE FOR SAAS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

1. Professional Liability Insurance  
The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
2. Cyber Breach Insurance  
The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit

monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

**C. LIMITATION OF LIABILITY FOR SAAS**

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

**4.3 LIMITATION OF LIABILITY**

- A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
  - i. The Contractor's indemnification obligations as described in Section 4.1; and
  - ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.
- A. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- B. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT**

*Deborah D. Visconti*

Signature

Deborah D. Visconti President + CEO

Print Name and Title

4/11/23

Date

Print Name of Contractor