

State of New Jersey
 New Jersey Department of
 Central Procurement (4210)
 Release Purchase Order
 46-23-DOH

Blanket Order Number

23-WAIVE-34015:1

 SHOW THIS NUMBER ON ALL
 PACKAGES, INVOICES AND
 SHIPPING PAPERS.

Agency Ref. # RT# 130242

**V
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Vendor Number: [REDACTED]
 HashCore DLT Inc dba Rover Labs

 22 Argyle Road
 Port Washington, NY 11050
 accounting@rover-labs.com
 201-448-7249

 Vendor Alternate ID: [REDACTED]

 Remit Address:
 Marisa Fasciano
 22 Argyle Road
 Port Washington, NY 11050
 US

 Email: accounting@rover-labs.com
 Phone Number: (516)582-2036

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[REDACTED]
 55 North Willow Street
 TRENTON , NJ 08608
 US
 Email: [REDACTED]
 Phone: [REDACTED]

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[REDACTED]
 55 North Willow Street
 TRENTON , NJ 08608
 US
 Email: [REDACTED]
 Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: Contact [REDACTED]

Solicitation (Bid) No.:	Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Delivery Calendar Day(s) A.R.O.: 0																		
Item # 1 Class-Item 907-83 Statewide COVID-19 Testing Services: Testing sites, Bulk Test Kit Distribution, Direct to Consumer at home Test-Kit Distribution to mitigate current and future COVID-19 outbreaks. Bulk Test Kit Distribution Each - Over the Counter (OTC) Antigen Self Test @ \$4.95 per test per price line number 2.1 on Rover Labs Quote.																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Quantity</th> <th style="width: 10%;">Unit Price</th> <th style="width: 10%;">UOM</th> <th style="width: 10%;">Discount %</th> <th style="width: 10%;">Total Discount</th> <th style="width: 10%;">Tax Rate</th> <th style="width: 10%;">Tax Amount</th> <th style="width: 10%;">Freight</th> <th style="width: 10%;">Total Cost</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">202021.00</td> <td style="text-align: center;">\$ 4.95</td> <td style="text-align: center;">EA</td> <td style="text-align: center;">0.00 %</td> <td style="text-align: center;">\$ 0.00</td> <td></td> <td style="text-align: center;">\$ 0.00</td> <td style="text-align: center;">\$ 0.00</td> <td style="text-align: right;">\$ 1,000,003.95</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	202021.00	\$ 4.95	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,000,003.95
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202021.00	\$ 4.95	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,000,003.95											

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 1,000,003.95

APPROVED

By: _____
Phone#: _____
BUYER



STATE OF NEW JERSEY
DEPARTMENT OF HEALTH

Office of the Commissioner COVID-19 Testing Unit Request for Quote (RFQ) for COVID-19 Testing Services for the State of New Jersey

1.0 INFORMATION FOR BIDDERS

Question and Answer Period:

Bidders must submit questions to centralprocurement@doh.nj.gov by 12PM EST on Tuesday, September 20, 2022

Quotes Due:

Bidders must submit Quotes to centralprocurement@doh.nj.gov by 12PM EST on Tuesday, October 18, 2022

Contract term: 12 months from contract award or until 30 days after fully advertised RFP is executed.

1.1 Program Overview

Purpose and Intent

The NJ Department of Health seeks to procure vendors to support various COVID-19 testing services throughout the state. The turnkey service solutions shall include, the implementation, management, staffing, equipment, supplies, shipment, and daily operations, needed to perform COVID-19 testing, including all required reporting.

The State of New Jersey ("State") anticipates this RFQ may result in a multi-vendor Contract award as the RFQ is structured to address the best interest of the State in each aspect of the State's testing program. The intent of the State of New Jersey ("State") is to award one (1) or more Contract(s) to those responsible Bidder(s) whose Quote(s), conforming to this RFQ are most advantageous to the State, price and other factors considered. If one (1) Bidder cannot provide all Services for the entire State as defined herein, the State will award multiple contracts to ensure access to testing services statewide. The NJ Department of Health (NJDOH) will solicit qualified Bidders to provide COVID-19 testing throughout the State of New Jersey. Vendor(s) will

provide supplies to support an end-to end COVID-19 testing experience by maximizing resources available throughout the state. The State may choose to award all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed by the Commissioner, Department of Health, or its designee, to be in the State's best interest. Bidders are not required to submit Quotes for all services to be considered for award. Interested Bidders can submit a Quote to provide one (1) or multiple outlined testing service types identified below in Section 2.3 as directed by the RFQ Section 3.0 *Bidder Quote Preparation and Submission Requirements*. Quotes will be evaluated in accordance with the RFQ Section 4.0, *Quote Evaluation*.

The State of NJ Standard Terms and Conditions (SSTCs) and the Waivered Contracts Supplement to the State of NJ Standard Terms and Conditions accompanying this RFQ will apply to all Contract(s) made with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

The State with the consent of the Vendor(s), may make use of any contract resulting from this RFQ available to other State departments, agencies, or authorities as delineated in this statewide waiver. State departments, agencies, or authorities will interface with vendor(s) independent of NJ Department of Health (NJDOH).

1.2 Background

Due to the devastating impact of COVID-19 throughout the State of New Jersey, since early 2020 the State of New Jersey has actively tracked the outbreak of a novel coronavirus

New Jersey began COVID-19 testing planning in the context of considerable unknowns regarding testing safety, efficacy, availability and timelines, federal distribution logistics, supplies, and funding resources, public demand, likelihood of community protection through testing and vaccination, and other factors. As we begin the shift from pandemic to endemic phase, it is critical to ensure we can maintain current services with the flexibility to adapt as needs may change going forward.

2.0 SCOPE OF WORK – REQUIREMENTS OF THE VENDOR(S)

2.1 General Requirements

The Vendor shall provide Turnkey Testing Administration Services. Turnkey Testing Administration Services, COVID-19 test processing services, clinical and administrative staff, testing material, logistical and support Services, including the needed furniture (tables, chairs, etc.), technology and reporting services (i.e., all required state and federal reporting).

The turnkey service solution shall include, at a minimum, the implementation, management, staffing, equipment, and daily operations needed to operate state sponsored testing clinics, including all required reporting.

2.2 Project launch meeting

Upon award, the NJDOH will initiate a Project Launch Meeting to engage the Vendor(s). Upon notification, the Vendors shall confirm participation/attendance at the event. This meeting shall include discussion on topics including, but not limited to:

- A. Proper methods and channels of communication between the Vendor(s) and the State Contract Manager (SCM);
- B. Development of reporting format and mechanisms;
- C. Status Meeting Schedule cadence and agenda;
- D. Any additional information pertinent to Vendor(s) operations in connection with this Contract.

2.3 Turnkey Testing Administration Services.

As part of this service, the Vendor shall assist the NJDOH in the development, implementation and maintenance of a COVID-19 testing request intake process to support the implementation of the Turnkey Testing Administration Services.

2.3.1 Service Types

The Vendor(s) shall provide services as described below, (“Service Types”):

A. Vendor-managed Static or Pop-up Testing Site:

Vendor will be assigned to site(s) and be responsible for patient registration, provision of tests, collection of specimens, laboratory processing, and delivery of results to patients and all applicable health authorities. The State, in its sole discretion, will designate static or pop-up testing sites based on various factors, including, but not limited to: (i) data on COVID-19 transmission and public access to testing; (ii) emerging hot-spots of COVID-19 transmission; (iii) sites with high-risk populations. Vendor should be prepared to provide PCR, Pooled PCR, and antigen tests at designated sites in the regions or areas it has identified it is able to serve in response to this RFQ. Sites may be indoors or outdoors depending on local needs.

B. Bulk Test Kit Distribution:

Vendor will be responsible for shipment, and, where applicable, pickup of test kits to designated locations. patient registration, provision of tests, collection

of specimens, laboratory processing, and delivery of results to patients and all applicable health authorities. Vendor should be prepared to provide PCR, antigen, and over-the-counter (OTC) antigen self-tests. Shipments will be sent to various locations including but not limited to nursing homes, schools, homeless shelters, and local health departments.

C. Direct-to-Consumer At-Home Test Kit Distribution:

Vendor will be responsible for provision of test kits, shipment to New Jersey residents (consumers must have a New Jersey shipping address), and, where applicable, for polymerase chain reaction (PCR) tests, telehealth visit capability for supervision of specimen collection, return shipment to laboratory for processing, and delivery of results to patients and all applicable health authorities. Vendor should be prepared to provide both PCR and over-the-counter (OTC) antigen self-tests.

2.4 Vendor Specifications

2.4.1 COVID-19 Test Processing Services

Vendor(s) shall:

- A. Provide all testing supplies. This may include, at minimum, swabs, barcode labels, tubes, specimen bags, and shipping materials for transport to laboratories. Testing kits provided must be FDA-approved molecular (polymerase chain reaction (PCR), saliva, etc.), or antigen tests, able to detect SARS-CoV-2 virus.
- B. Provide all administrative/support supplies. This may include paper towels, hand sanitizers, disinfectant, pens, printer, computers/tablets and WiFi if electronic registration and processing is required onsite.
- C. Provide all peripheral supplies related to vendor-managed site setup. This may include tables, chairs, signage, and tents.
- D. Provide a specimen collection team of trained staff for individual and pooled PCR testing
 - 1. Individual Testing – one sample per person
 - 2. Pooled Testing – samples from multiple individuals combined into one sample
 - i. If pooled testing is performed and the pool is positive, the lab **must** be able to identify the individual(s) who were positive without resampling the individual members of the pool.

- E. Provide transport or courier service for delivery of supplies to and from designated testing sites.
- F. Provide transport or courier service for delivery of collected specimens to laboratory for processing.
- G. Manage all inventory maintenance to ensure adequate supplies on hand at all times during vendor-managed testing clinics. Coordinate with designated site staff if storage of materials is required for multi-day events.
- H. Maintain Clinical Laboratory Improvement Amendments (CLIA) certification or an active contract with a CLIA-certified laboratory.
- I. Execute setup, breakdown, and sanitization of testing areas.
- J. Provide appropriate biohazard waste collection and disposal.
- K. Manage non-medical waste disposal
 - i. Provide trash cans, liners, and any other necessary waste materials.
- L. When notifying the person, or their parent/guardian if a minor, receiving the individual test results, direct them to appropriate CDC and CDS guidelines so they are aware of next steps;
- M. Comply with all requirements set forth by the NJ Department of Health Communicable Disease Service (CDS) regarding COVID-19 testing found here: [COVID Reporting Guidance.pdf \(state.nj.us\)](#).
- N. Meet federally required provisions for the administration of COVID-19 testing including:
 1. CLIA regulations: (<https://www.govinfo.gov/content/pkg/USCODE-2011-title42/pdf/USCODE-2011-title42-chap6A-subchapII-partF-subpart2-sec263a.pdf>)
 2. HIPPA: <https://www.hhs.gov/sites/default/files/ocr/privacy/hipaa/administrative/combined/hipaa-simplification-201303.pdf>)
 3. CMS guidance on reporting results (<https://www.cms.gov/files/document/qso-21-10-clia-revised.pdf>). .

2.5 Logistical and Support Services

Vendor(s) shall:

- A. Develop and implement a registration, check-in, and identity validation process for all test recipients in accordance with each Service Type and site specification.
 - i. Provide both scheduled and walk-up appointments for all applicable Service Types.
 - ii. Ensure that the operational plan separates on-site registration for scheduled appointments and walk-ups.

- iii. Execute traffic control procedure to ensure appropriate physical distancing for any participant lines onsite.
- B. Develop and implement a consent process for all individuals under the age of 18.
- C. Provide a team lead plus staff for check-in, observation of specimen collection and/or assistance with collection, packaging of specimens for shipment to lab, breakdown, and cleanup of testing area.
- D. Provide a logistics team to manage interactions, coordinate with designated school staff, and address any medical emergencies (EMT or licensed medical professional).
 - i. SCM will facilitate linkage of Vendor and local partners when deploying a new testing site.
 - ii. Vendor team should work collaboratively with a designated Point of Contact (POC) at the testing site on all aspects of program planning and implementation.
 - iii. Vendor team should also be prepared to effectively and efficiently troubleshoot any issues that arise. Issues may include, but are not limited to, delivery issues, specimen collection issues, results management, and guidance for isolation and quarantine protocols.

2.6 Technology and Reporting Services

Vendor(s) shall:

- 2.6.1 Provide a secure, web-based technology platform to enable access to reports for designated NJDOH personnel and designated site POCs at any time.
- 2.6.2 Platform must enable retrieval of pooled testing or individual testing results for designated POCs in a timely manner.
- 2.6.3 Platform should enable tracking of pooled testing results at the pool level
- 2.6.4 Platform, results, and reports must be available in English and Spanish. Additional languages may be requested to appropriately serve the diverse population of the State of New Jersey including Arabic, Bengali, Chinese (Mandarin, Cantonese, and other Chinese languages), French, Haitian Creole, Gujarati, Hindi, Korean, Polish, Spanish, Tagalog, and Yiddish.
- 2.6.5 Provide capability to print lab requisitions or other hard copy documentation necessary.
- 2.6.6 Report results to designated Point of Contact (POC) within three (3) calendar days of testing, as a condition of full payment.
- 2.6.7 Results reporting shall be provided directly to the tested individual, or parent/guardian if a minor, in line with the consent process developed by the Vendor and to applicable health authorities mandated by State and federal requirements as referenced in 2.4.1.M and 2.4.1.N.

2.6.8 Provide a weekly report that contains the following metrics, at minimum:

- Total number of testing sites served;
- Total number of pooled tests processed;
- Average number of swabs per pooled test;
- Total number of pooled testing results by outcome (positive, negative, invalid, or other similar categories);
- Total number of individual tests performed (positive, negative, inconclusive, or other similar categories) and test reason (follow up testing to a positive pool, close contact testing, or symptomatic testing);
- Total number of individual diagnostic testing results by test type (e.g., pooled PCR, individual PCR, antigen, etc.);
- Average turnaround time for all tests requiring laboratory processing, including the number of such tests with a turnaround time greater than 24 hours;
- Any known incidents of specimens requiring laboratory processing not arriving at the Authorized Processing Laboratory within 24 hours of specimen collection having been made available by the testing site; and
- Demographic data such as age, sex, race/ethnicity, municipality, and county of residence.

2.7 Staffing

The Vendor(s) shall, at a minimum:

- A. Determine needs, including clinical, administrative, and logistical support. At a minimum, the Vendor(s) shall ensure that each Service Type possesses adequate staffing of authorized testing staff to prevent extended wait times, as well as operational, planning, logistical, financial, and administrative staff as necessary.
- B. Within 24 hours, respond to any SCM request concerning the delivery of Service Types including, but not limited to, a detailed description of staffing at testing sites, average wait times at static or pop-up sites or delivery time for test results. If the SCM deems the staffing for any Service Type to be inadequate, the SCM may direct the Vendor to revise the operation plan submitted under 2.9 below for the Service Type within a time frame designated by the SCM in the request for a revised operation plan. The SCM's request may be by static or pop-up location. Following approval by the SCM, the Vendor shall implement the revised operation plan.
- C. Provide staff that are bi-lingual in Spanish and incorporate a language service into the Vendor's operations for top languages spoken in New Jersey beyond English, including but not limited to Arabic, Bengali, Chinese (Mandarin, Cantonese, and other Chinese

languages), French, Haitian Creole, Gujarati, Hindi, Korean, Polish, Spanish, Tagalog, and Yiddish. The Vendor(s) must provide the needed bi-lingual staff or incorporate a language service, regardless of Service Type.

2.8 Invoicing and Payment

The awarded Vendor(s) shall develop, implement, and maintain a billing procedure for turnkey testing services that adheres to the following, at minimum:

- A. For all individuals that possess insurance, claims must be submitted accordingly to the applicable insurance payor. Vendor(s) must seek no reimbursement, including through balance billing, from the testing recipient. The only exception to this is for employees of the State of New Jersey participating in the State's employee testing program. Individuals that fall under this category shall be billed to the State unless directed otherwise by the SCM.
- B. For all individuals that do not possess insurance, the Vendor(s) shall bill the State.
- C. Vendor(s) shall invoice the State for all other Turnkey Testing Services completed. The State will pay in accordance with the Prompt Payment Act, N.J.S.A. 52:32-32 et seq.
- D. Invoices must include detailed line listings of all testing services stratified by service type and location.

2.9 Turnkey Testing Operations

For each Service Type, the NJDOH will provide the awarded Vendor(s) with locations throughout the State and when appropriate, partner the awarded Vendor(s) with community stakeholders which may include but are not limited to schools, state agencies, community and faith-based organizations. All personnel must undergo criminal history background checks prior to assignment at any school district in accordance with N.J.S.A. 18A:6-7.1. Vendors will have 72 hours to mobilize a pop-up testing site upon SCM request.

Vendor(s) shall have the capacity to deliver bulk shipments of test kits to desired locations within NJ within 7 calendar days of request.

Vendor(s) shall have the capacity to mobilize a direct-to-consumer home testing program within two weeks of SCM request. Tests are expected to be delivered to consumer within 72 hours of request. If PCR test is requested, result is expected within less than 72 hours of receipt by laboratory.

The awarded Vendor(s) shall have the capacity to provide a turnkey testing service solution seven days per week and between the hours of 7:00AM (Eastern Time (“ET”)) to 9:00PM ET. Turnkey Testing Vendor Services include, at a minimum:

An operation plan provided to the SCM within 24 hours of request for site that demonstrates the Vendor can successfully administer all testing types. SCM will approve operation plan.

- A. Administration planning and implementation, including the site logistical floor plans and clinic flow (space for queuing, registration for the DOH or Entity provided location, education/clinical questions, storage of the testing kits, testing administration and preparation, and observation) for all Service Types.
- B. Staffing as referenced in Section 2.7 of this RFQ.
- C. Registration and Scheduling
- D. Reporting as referenced in Section 2.6 of this RFQ.
- E. Testing Equipment and Supplies
- F. Garbage and Biohazard Waste Removal, including, but is not limited to, the removal of all hazardous and non-hazardous waste in compliance with all State, federal, and local requirements.
- G. Licensed/registered vehicles, where applicable.
- H. Vendors will coordinate testing with local health departments and community partners to provide services with culturally and linguistically appropriate standards and work within existing trusted community partnerships.

All COVID-19 testing, shall be in accordance with this solicitation, including its attachments and any addenda.

2.10 Privacy and Security

The vendor will maintain the privacy and security and preserve the confidentiality, integrity and accessibility of information collected, accessed or obtained in support various COVID-19 testing services throughout the state. The vendor will comply with all federal and State laws applicable to the privacy and security of information collected, accessed or maintained, which may include, but not be limited to, the requirements of the State of New Jersey’s Statewide Immunization Registry Act and rules (N.J.S.A. 26:4-131, et seq. and N.J.A.C. 8:57-3.1, et seq.), the New Jersey Identity Theft Prevention Act (N.J.A.C. 56:8-161, et seq) and the Health Information Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health (the HIPAA

Regulations), as updated by the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and other applicable laws. The vendor shall ensure the security and privacy of information systems is aligned with the administrative, physical and technical controls and objectives, as documented in the Statewide Information Security Manual (SISM) (<https://www.cyber.nj.gov/NJ-Statewide-Information-Security-Manual.pdf>), including but not limited to secure data storage and encryption. The SISM is derived from applicable State and federal laws; industry best practices including, but not limited to, National Institute of Standards and Technology (“NIST”) Cybersecurity Framework for Improving Critical Infrastructure; NIST Special Publication 800-53, the international security and privacy practices aligned with ISO 27001 series, Center for Internet Security (CIS) Top 20 Critical Security Controls; and the Cloud Security Alliance, (“CSA”) Cloud Controls Matrix (CCM).

3.0 BIDDER QUOTE PREPARATION AND SUBMISSION REQUIREMENTS

The Bidder’s Quote submission should be 10 pages or less, not including resumes, forms, or price sheet. The Quote shall include at a minimum the sections listed below:

3.1 Technical Quote

The Bidder must clearly demonstrate its understanding of the requirements of the Scope of Work and present its approach to successfully complete the Scope of Work. Bidders should include the level of detail it determines necessary to assist the evaluation committee in its review of the Bidder’s Quote. Bidders must clearly explain the proposed process for how Vendor will execute the Scope of Work.

3.2 Bidder’s Certifications and Licensure

The Bidder shall be Clinical Laboratory Improvement Amendments (CLIA) certified or under contract with a CLIA certified lab. The Bidder must identify the CLIA relationship (Name of the Laboratory, Address, and CLIA #). The Bidder shall also provide a copy of the contract and/or CLIA certification with its Quote.

3.3 Management Overview

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the demonstrated Scope of Work (SOW) in a narrative format. This narrative should demonstrate to the State that the Bidder understands the objectives that the SOW is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the tasks identified. This narrative should demonstrate to the State that the Bidder’s general approach

and plans to undertake and complete the SOW are appropriate to the tasks and subtasks involved.

Mere reiterations of SOW tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the tasks identified. The Bidder's response to this section should be designed to demonstrate to the State that the Bidder's detailed plans and approach proposed to complete the SOW are realistic, attainable, and appropriate and that the Bidder's Quote will lead to successful project completion.

3.4 Contract Management

The Bidder shall describe its specific plans to manage, control and supervise the Contract to ensure satisfactory delivery of the services. The plan should include the Bidder's approach to communicate with NJDOH including, but not limited to, status meetings, and the required reporting identified herein, etc.

3.5 Location

The Bidder shall include the address of the Bidder's office where responsibility for managing the Contract will take place. The Bidder should include the telephone number and name of the individual to contact.

If a Bidder does not include this information, the State reserves the right to request said items. Upon request, the Bidder must provide the required information within one (1) business day of the original request.

For each Service Type, the Bidder shall indicate capacity to provide service to the entire state, or if limited to a particular geographic area, specify the service area Bidder has capacity to serve.

3.6 State-Supplied Price Sheet

The Bidder shall submit its pricing using the format set forth in the State-Supplied Price Schedule accompanying this RFQ.

Bidders shall submit firm fixed pricing for the Turnkey Testing Vendor Services by Service Type(s) for which the bidder is submitting. A firm fixed price is a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs (hourly rate, overtime rate, fringe), overhead, fee or profit, clerical/administrative support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

The Bidder shall not alter the provided Price Schedule as doing so may result in a non-responsive Quote submission. Prices provided by the Bidders are considered firm fixed and not subject to change. No additional fees or costs shall be paid by the State unless there is a change in the scope of work, approved by the State. The State will not accept any assumptions regarding firm fixed pricing.

Bidders may submit Quote and pricing for one, two, or all three Service Types.

Bidders are cautioned that usage will vary based upon the needs of the State. The State may award any or all price lines. Bidders are advised that estimated quantities may vary throughout the Contract. There are no guaranteed minimum or maximum volume for these price lines.

3.7 Experience With Projects of Similar Size and Scope

The Bidder shall 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 like those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. 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 RFQ. 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 while 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 the State.

The Bidder Should provide documented experience to demonstrate that each subcontractor has successfully performed works on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the Bidder's Quote. The Bidder must provide a detailed description of services to be provided by each subcontractor.

3.8 Bidder Additional Terms Submitted with Quote

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Bid Solicitation, the terms and conditions of this Bid Solicitation, the State of New Jersey Standard Terms and Conditions or Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained the State of

New Jersey Standard Terms and Conditions or Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

Quotes including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion.

If the Bidder intends to propose terms and conditions that conflict with the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure.

4.0 EVALUATION CRITERIA

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

4.1 Technical Evaluation Criteria

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 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 contracts of a similar size and scope in relation to the work required by this RFQ.
- 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.

4.2 Bidder's Cost Proposal

For evaluation purposes, Bidders' price quotes will be evaluated and ranked based on an analysis of cost reasonableness based on the price lines of all responsive and responsible bidders. Bidders will be selected for contract award based on the technical scores and Quote prices that are most advantageous to the State.

5.0 REQUIRED FORMS, REGISTRATIONS, AND CERTIFICATIONS

All required forms are found at the following link:

<https://www.state.nj.us/treasury/purchase/forms.shtml>

All bid submissions must include completed mandatory compliance forms, which include:

- Ownership Disclosure
- Disclosure of Investigations and Other Actions Involving Vendor
- State of New Jersey Standard Terms and Conditions
- Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions

The below are mandatory and must be completed and submitted prior to contract award:

- Disclosure of Investment Activities in Iran
- Chapter 51 Compliance
- Chapter 271 form, where applicable
- MacBride Principles
- Source Disclosure
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- Business Registration Certificate
- Affirmative Action Compliance – consisting of one of the following:
 - 5.0.1 New Jersey Certificate of Employee Information Report;
 - 5.0.2 Federal Letter of Approval verifying a federally approved or sanctioned affirmative action program; or
 - 5.0.3 Affirmative Action Employee Information Report (Form AA302)
- Evidence of Insurance

Vendors are under a continuing obligation to report updates to the information contained in its required forms.

Unless otherwise specified, forms must contain an original, physical signature, or electronic signature.

Winning Bidder(s) must register with NJSTART as a Vendor for the State of NJ.

www.njstart.gov

<https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf>.

Bidders are under a continuing obligation to report updates to the information contained in its required forms.

Unless otherwise specified, forms must contain an original, physical signature, or electronic.

5.1 MACBRIDE PRINCIPLES CERTIFICATION

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.

5.2 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 with the Quote; (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, the State 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 with the Quote; 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.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in rejection of the Quote as non-responsive and preclude award to the Bidder.

5.3. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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.

5.4 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. To facilitate the Quote evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the State Standard Terms and Conditions.

Any Bidder, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC.

The Bidder is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Bidder's early attention to this requirement is highly recommended. The Bidder and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek reinstatement of a revoked BRC online at https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp.

A Bidder otherwise identified by the DOH as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the DOH. A Bidder failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

5.5 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.

5.6 SERVICE PERFORMANCE WITHIN THE UNITED STATES

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of a contract, the Bidder is required to submit a completed Source Disclosure Form. The Bidder's inclusion of the completed Source Disclosure Form with the Quote is requested and advised.

5.7 AFFIRMATIVE ACTION

The intended Vendor 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. Awarded Vendors 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/purchase/forms.shtml>.

Bidders should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" Tab within its profile in NJSTART. In the event of an issue with a Vendor's Affirmative Action Compliance status, NJSTART provides a link to take corrective action.

5.8 INSURANCE CERTIFICATES

The Vendor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract naming the State as an Additional Insured. See Section 4.2 of the State Standard Terms and Conditions accompanying this Request for Quote. The Bidder should verify its Insurance Certification Compliance status on the "Maintain Terms and Categories" Tab within its profile in NJSTART.

5.9 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS

On March 9, 2022, Governor Murphy signed P.L.2022, c.3, which prohibits certain government dealings with businesses engaged in prohibited activities in Russia or Belarus. The new law requires the Department of the Treasury to develop a list of persons and entities that engage in prohibited activities in Russia or Belarus and an accompanying form for use statewide.

Prior to entering into, renewing, amending, or extending a contract, the intended Vendor must certify that they are not engaged in prohibited activities in Russia or Belarus using the provided Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus Pursuant To P.L.2022, c.3.

6.0 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.

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. Failure to submit the required forms will preclude award of a Contract under this RFP.

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.

7.0 EXECUTIVE ORDER 166 REQUIREMENTS 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 RFP is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFP, 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/proposer 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/Proposer's failure to designate such information as confidential in submitting a bid/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/proposer 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/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

Amendment #3 Price Sheet Update 10/7/22

**Office of the Commissioner COVID-19 Testing Unit
Request for Quote (RFQ) for COVID-19 Testing Services for the State of New Jersey**

Vendor Name: _____

Quote Opening Date: _____

Instructions:
 - Bidders shall submit firm fixed pricing for the Turnkey Testing Vendor Services. A firm fixed price is a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs (hourly rate, overtime rate, fringe), overhead, fee or profit, clerical/administrative support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.
 -Vendors may submit proposals and pricing for one, two, or all three service types.

<u>Price Line Number</u>	<u>Labor Rate Title</u>	<u>Unit</u>
1	Vendor Managed Static or Pop-up Testing Site Each	\$ -
	Over the Counter (OTC) Antigen self Test	
	Polymerase Chain Reaction (PCR) Test	
	Point of Care (POC) Antigen Test	
2	Bulk Test Kit Distribution Each	\$ -
	Over the Counter (OTC) Antigen self Test	
	Polymerase Chain Reaction (PCR) Test	
	Point of Care (POC) Antigen Test	
3	Direct to Consumer At Home Test Kit Distribution Each	\$ -
	Over the Counter (OTC) Antigen self Test	
	Polymerase Chain Reaction (PCR) Test	
	Point of Care (POC) Antigen Test	
Total Cost		\$ -

October 11, 2022

To: All Interested Vendors {Bidders}

Bid Solicitation: # 07-09-13-22 COVID-19 Testing Services for the State of New Jersey

Proposal Submission Due Date: Tuesday, October 18, 2022, by 12:00 PM EST

Bid Amendment #4

The following constitutes Bid Amendment #4 to the above-referenced Bid Solicitation:

- This Bid Amendment includes answers to questions.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation as set forth in all Bid Amendments.

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

Answers to Questions

#	Question (Bolded) and Answer
1	<p>Q: What is the expected testing volume? If there are no testing volumes, do you know the estimated number of sites, and would the State guarantee a minimum volume per site?</p> <p>A: There are no guaranteed minimum or maximum volume for any price lines.</p>
2	<p>Q. Can we bill collections to the state, or do we need to bill payers for the collection and lab portion?</p> <p>A. Bidders must submit a firm fixed price; the State will not accept any assumptions regarding firm fixed pricing.</p>
3	<p>Q. Do you need variant sequencing?</p> <p>A. Variant sequencing is not listed in the RFQ.</p>
4	<p>Q: Are you interested in including vaccination services?</p> <p>A: This RFQ is specific to COVID-19 testing services.</p>
5	<p>Q: Is there an incumbent?</p> <p>A: This is a new competitively bid RFQ.</p> <p>Vault Medical Services of NJ P.C</p> <p>Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
6	<p>Q: Are the sites fixed or mobile, pre-existing, or brand new?</p> <p>A: The sites may be static or pop-up per the RFQ in locations the State deems necessary.</p>
7	<p>Q: For the pricing sheet - does the pricing have to be on an hourly rate, or can it be on a per test basis? Should we add separate lines for the test types within the categories (i.e. for the testing sites, include a separate price for PCR, pooled PCR, and antigen tests)?</p> <p>A: The price sheet has been revised and posted on 10-7-22. Please see the updated Price Sheet. The state will not accept any modifications made to Price Sheet. Bidders must submit a firm fixed price; the State will not accept any assumptions regarding firm fixed pricing.</p>

#	Question (Bolded) and Answer
8	<p>Q: Are we allowed to include a minimum cost for a testing site event?</p> <p>A: No, there is no guaranteed minimum or maximum for any price line.</p>
9	<p>Q: Will a plan be provided to give enough notice to ensure staff is available for pop-up sites? (Our hiring process takes about 3 weeks if additional staff would be needed)</p> <p>A: Vendors will be expected to mobilize a pop-up testing site within 72 hours of state contract manager (SCM) request.</p>
10	<p>Q: Will testing vans ever be required? Or will the state always provide testing locations?</p> <p>A: For this RFQ, they will be static or pop-up sites at testing locations. The RFQ does not require testing vans. SCM will provide locations to vendor(s) and a local point of contact with whom to coordinate.</p>
11	<p>Q: What is the anticipated launch date for the program?</p> <p>A: Upon award, there will be a project kickoff meeting to discuss programmatic plans.</p>
12	<p>Q: Will NJDOH consider a vendor that provides a complete end to end digital solution from test validation to medical evaluation to treatment that meets all the RFP requirements without having to utilize Static or Pop-up Testing Sites?</p> <p>A: The RFQ outlines the desired service types.</p>
13	<p>Q: Is this RFQ targeting specific populations?</p> <p>A: This RFQ is for vendors to provide COVID-19 testing throughout the State of New Jersey.</p>
14	<p>Q: How much money is allocated to market/promote the telehealth solution?</p> <p>A: There is no telehealth solution requested in RFQ</p>
15	<p>Q: Is there a defined budget for this project/contract? How much?</p>

#	Question (Bolded) and Answer
	A: The State declined to answer at this time.
16	<p>Q: If this solution is looking to serve underserved communities without access to treatment, how will they have access to testing in a timely manner? Will patients have prepositioned tests in their homes?</p> <p>A: The RFQ outlines the desired service types and timelines.</p>
17	<p>Q: Does NJDOH have an inventory of at home rapid antigen tests that will be distributed or made available to NJ residents?</p> <p>A: For the bulk test distribution, the Vendor should be prepared to provide PCR, antigen, and over-the-counter (OTC) antigen self-tests.</p>
18	<p>Q: Does the NJDOH require a verified and validated test result prior to determining eligibility for therapeutics for at home tests?</p> <p>A: Therapeutics are not referenced in RFQ.</p>
19	<p>Q: Does vendor need to be prepared to provide ALL test types - PCR, antigen, and over-the-counter (OTC) antigen self-tests or can one or more of these be offered?</p> <p>A: The Vendor should be prepared to provide all test types quote is provided for: PCR, antigen, and over-the-counter (OTC) antigen self-tests. The vendor may provide a quote for one, two, or all three test types.</p>
20	<p>Q: For test site/treatment locations across the state- How will the sites be made accessible for those without transportation, childcare, or time off concerns</p> <p>A: The question is unclear; treatment is not referenced in RFQ. The testing site locations will be identified in conjunction with state and local partners to address accessibility issues.</p>
21	<p>Q: What current programs are available for testing and treatment? What issues have been encountered within the current solution/testing program?</p> <p>A: This new competitively bid RFQ is specific to COVID-19 testing services. See SOW/ RFQ requirements.</p>
22	<p>Q: SECTION 2.3.1-C- Per the RFQ - Vendor will be responsible for provision of test kits, shipment to New Jersey residents</p>

#	Question (Bolded) and Answer
	<p>(consumers must have a New Jersey shipping address). Will NJDOH provide residents' addresses to Vendor for shipping?</p> <p>A: The expectation for the vendor is to host a request platform, and the resident initiating the request will provide their address into the vendor platform.</p>
23	<p>Q: SECTION 2.3.1-C- If Vendor's solution provides an end to end digital solution inclusive of an at home rapid antigen test that provides a CLIA Waivered Lab result providing an at home pathway to treatment (antivirals, or monoclonal therapies) without the need for physical on-site lab for testing, would vendor still be expected to provide PCR testing?</p> <p>A: The question is unclear. Treatment is not referenced in this RFQ. See Scope of Work/ RFQ requirements.</p>
24	<p>Q: We are aware Vault tests have been acquired in the past, is there inventory still being utilized?</p> <p>A: Each vendor will be responsible for its own inventory supply.</p>
25	<p>Q: Where is the funding being allocated from this bid?</p> <p>A: The question is unclear. Insufficient information to answer.</p>
26	<p>Q: SECTION 3.0, PAGE 10- What sections are to be included in the 10-page limit? Does this limitation apply only to "3.1 Technical Quote"?</p> <p>A: At a minimum, it includes: RFQ sections 3.1-3.5, 3.7, and 3.8.</p>
27	<p>Q: SECTION 3.0, PAGE 10- Is "3.2 Bidder's Certifications and Licensure" included in the 10-page limit?</p> <p>A: Yes</p>
28	<p>Q: SECTION 3.0, PAGE 10- Is "3.3 Management Overview" included in the 10-page limit?</p> <p>A: Yes</p>
29	<p>Q: SECTION 3.0, PAGE 10- Is "3.4 Contract Management" included in the 10-page limit?</p> <p>A: Yes</p>

#	Question (Bolded) and Answer
30	<p>Q: SECTION 3.0, PAGE 10- Is “3.4 Contract Management” included in the 10-page limit?</p> <p>A: Yes</p>
31	<p>Q: SECTION 3.0, PAGE 10- Is “3.7 Experience With Projects of Similar Size and Scope” included in the 10-page limit?</p> <p>A: Yes</p>
32	<p>Q: SECTION 3.0, PAGE 10- Is “3.8 Bidder Additional Terms Submitted with Quote” included in the 10-page limit?</p> <p>A: Yes</p>
33	<p>Q: SECTION 3.0, PAGE 10- Considering the extensive information required in Sections 3.1, 3.3, 3.4, and 3.7, we would request that all Sections beyond Section 3.1 (A) be excluded from the page limit, or (B) the page limit expanded, or (C) provide page limits (beyond the initial 10 pages) for the additional Sections beyond Section 3.1.</p> <p>A: Please refer to specific language on page 10 of section 3.0 regarding Quote submission.</p>
34	<p>Q: SECTION 3.0, PAGE 10- May we provide an Executive Summary or Cover Letter that is excluded from the 10-page limit?</p> <p>A: Yes</p>
35	<p>Q: SECTION 3.0, PAGE 10- Is a Table of Contents required (or allowed)? Is the Table of Contents excluded from the 10-page limit?</p> <p>A: Table of Contents is optional and not included in the 10-page count.</p>
36	<p>Q: SECTION 3.0, PAGE 10; SECTION 4.0, PAGE 13- Section 3.0 states that resumes are excluded from page count, Section 4.0 states that personnel will be evaluated; however, the RFQ does not ask for personnel info, bios, or resumes to be provided. Could the State please identify what information is required, where in our response we should provide information regarding personnel, and what information will be evaluated?</p>

#	Question (Bolded) and Answer
	<p>A: Resumes are excluded from the page count, but as per 4.1.A., personnel will be evaluated. Bidders should include a means for the State to evaluate their personnel.</p>
37	<p>Q: SECTION 4.1 TECHNICAL EVALUATION CRITERIA, PAGE 13- Section 4.1 states: “Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.” Could the State please provide the scoring criteria and the weights for each section of the Technical Evaluation Score?</p> <p>A: Please refer to RFQ section 4.0 and 4.1. However, the State declines to provide the weights for each section of the technical evaluation score.</p>
38	<p>Q: 5.0 REQUIRED FORMS, REGISTRATIONS, AND CERTIFICATIONS</p> <p>The list of forms required at time of bid submission in the RFQ differs from the list on the State of New Jersey website. Please confirm that these are the ONLY forms required at time of bid submission (per RFQ page 14)</p> <ul style="list-style-type: none"> • Ownership Disclosure • Disclosure of Investigations and Other Actions Involving Vendor • State of New Jersey Standard Terms and Conditions • Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions <p><u>List on the website:</u></p> <p>Vendor Forms Required For All Proposal Submissions</p> <ul style="list-style-type: none"> • Offer and Acceptance (Signatory Page) • Disclosure of Investigations and Other Actions Involving Bidder • Disclosure of Investment Activities in Iran • Ownership Disclosure • MacBride Principles • Confidentiality and Commitment to Defend • Disclosure of Prohibited Activities in Russia/Belarus <p>Where should we provide the forms? As Appendices to the Technical Proposal, or packaged as a group of forms, or provided individually?</p>

#	Question (Bolded) and Answer
	<p>A: All forms on the website link and those listed in the RFQ must be included at the time of submission. All required forms can be included as appendices.</p>
39	<p>Q: QUOTE SUBMISSION- Is there a limit to the individual file size that we can send in an email?</p> <p>A: 40 megabytes inbound for file attachments.</p>
40	<p>Q: QUOTE SUBMISSION- Is there a limit to the total file size that we can send in an email?</p> <p>A: 40 megabytes inbound for file attachments.</p>
41	<p>Q: SECTION 5.4 BUSINESS REGISTRATION (PG 16)-</p> <ul style="list-style-type: none"> • The RFQ states that a Bidder and its named Subcontractors <u>must have a valid Business Registration Certificate (“BRC”) prior to the award of a contract.</u> • To facilitate the Quote evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors <u>with its Quote.</u> • See Section 2.1 of the State Standard Terms and Conditions. Any Bidder, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, <u>should proceed immediately to register its business</u> or seek reinstatement of a revoked BR <p>Please confirm that a valid Business Registration Certificate is due prior to contract award and is not required to be submitted with the bidder’s quote.</p> <p>A: The BRC is required prior to award.</p>
42	<p>Q: SECTION 3.6- The Testing Price Sheet, Price Line Number 1 “Vendor Managed Static of Pop-Up Testing Site Each” does not define the daily capacity of the site required. A 100 test per day site will require different staffing than a 1000 test site and should be priced differently. Can the State define a standard Testing Site unit so vendor bids use the same basis?</p> <p>A: The State cannot define a standard Testing Site due to the continually evolving COVID-19 pandemic. There are no guaranteed minimum or maximum volume for any price lines.</p>
43	<p>Q. SECTION 2.3.1- Service Types, A Vendor-managed Static or Pop-up Testing Site requires that PCR, Pooled PCR and Antigen tests be provided at the vendor-managed site. The Testing Price</p>

#	Question (Bolded) and Answer
	<p>Sheet does not account for the price differential between PCR and Antigen tests. There is no mechanism for a vendor to stipulate the cost of a PCR vs an Antigen test in Price Line Number 1 of the Testing Price Sheet. Can the State permit vendors to provide different pricing for PCR, Pooled PCR and Antigen testing that is conducted as part of Price Line Number 1?</p> <p>A: The price sheet has been revised and posted on 10-7-22. Please see the updated Price Sheet. The state will not accept any modifications made to Price Sheet. Bidders must submit a firm fixed price; the State will not accept any assumptions regarding firm fixed pricing.</p>
44	<p>Q: SECTION 2.3.1- Service Types, B Bulk Test Kit Distribution requires PCR, Antigen and OTC antigen test kits. The Testing Price Sheet, Price Line Number 2 Bulk Test Kit Distribution does not allow the vendor to specify different pricing for PCR vs Antigen vs OTC test kits. Does the State want a single blended price? If so can the State specify the mix percentage of test types that the vendor should use to develop a single blended price? Or does the State wish to allow vendors to provide separate pricing for each test type?</p> <p>A. Please see question and answer #43</p>
45	<p>Q. SECTION 2.3.1- Service Types, Direct-to-Consumer At-Home Test Kit Distribution requires PCR tests (with associated laboratory return and processing) and OTC Antigen test. The Testing Price Sheet, Price Line Number 3 Direct to Consumer At Home Test Kit Distribution does not allow the vendor to specify different pricing for PCR (that requires laboratory processing) vs OTC test kits. Does the State want a single blended price? If so can the State specify the mix percentage of test types that the vendor should use to develop a single blended price? Or does the State wish to allow vendors to provide separate pricing for each test type?</p> <p>A. Please see question and answer #43</p>
46	<p>Q. SECTION 2.9- Turnkey Testing Operations requires that vendor “have the capacity to provide a turnkey testing service solution seven days per week between the hours of 7 AM and 9 PM”. For pricing purposes in the Testing Price Sheet, Price Line Number 1 Vendor Managed Static or Pop-up Testing Site should all vendors provide pricing for an standard 8 hour operating day or for the potential 14 hour day stipulated in the RFQ?</p> <p>A: The RFQ outlines the expectations for hours vendors should have capacity to conduct turnkey testing services. See SOW/ RFQ requirements.</p>

#	Question (Bolded) and Answer
47	<p>Q. Anticipated number of sites for A. Static/Popup testing sites per contract?</p> <p>A: There are no guaranteed minimum or maximum volumes per site.</p>
48	<p>Q: Anticipated volume per day, per site?</p> <p>A: Please see question and answer response #43.</p>
49	<p>Q: Anticipated number of bulk test kits, per month or in totality per contract?</p> <p>A: State will provide project expectations to awarded bidder at kick-off meeting post-award.</p>
50	<p>Q: Anticipated number of At-home test kits, per month or in totality?</p> <p>A: State will provide project expectations to awarded bidder at kick-off meeting post-award.</p>
51	<p>Q: Bi-lingual requirement, Single individual per site or entire team? Spanish/English for @home?</p> <p>A: At minimum a single individual per site and access to a language line.</p>
52	<p>Q: Does NJDOH have a translation service contract already in place for vendors to use?</p> <p>A: Vendors are responsible for translation services.</p>
53	<p>Q: Pricing – With both Antigen & PCR collections at sites – would DOH be open to including line items for both testing prices (PCR/Pooled & antigen)?</p> <p>A: Please see question and answer response #43.</p>
54	<p>Q: Pricing – Would DOH be willing to clarify and or change line time titles (labor title/per unit) to clarify per test/labor rates?</p> <p>A: Please see question and answer response #43</p>
55	<p>Q: Pricing Sheet – If DOH will not change line items, how should vendor differentiate between different tests to include labor rates?</p>

#	Question (Bolded) and Answer
	A: Please see question and answer response #43
56	<p>Q: Pricing Sheet – If DOH will not change line items, how should vendor differentiate between different tests to include labor rates?</p> <p>A: Please see question and answer response #43.</p>
57	<p>Q: Are the tests included in services #2, Bulk testing, @Home OTC antigen or unobserved?</p> <p>A: Test types for bulk distribution are covered in RFQ section 2.3.1.</p>
58	<p>Q: How will awards/contracts be awarded (regions, counties, towns)?</p> <p>A: Awards will be structured to address best interest of the State in each aspect of the State's testing program.</p>
59.	<p>Q: How will awards/contracts be awarded (regions, counties, towns)?</p> <p>A: Awards will be structured to address the best interest of the State in each aspect of the State's testing program.</p>
60	<p>Q: Who is the current or past vendor?</p> <p>A: See question and answer response #5. Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
61	<p>Q: What is the current or past pricing?</p> <p>A: See question and Answer #5. Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>
62	<p>Q: What deficiencies have been identified with current or past vendor?</p> <p>A: The state declines to answer.</p>
63	<p>Q: What deficiencies have been identified with current or past program?</p> <p>A: See question and answer #62.</p>

#	Question (Bolded) and Answer
64	<p>Q: When can we expect answers to questions to be posted?</p> <p>A: October 11, 2022.</p>
65	<p>Q: When will the NJ DOH decision of award be made?</p> <p>A: November 2022, subject to change.</p>
66	<p>Q: Do we have a contact prior to submission?</p> <p>A: Yes, Potential bidders may email centralprocurement@doh.nj.gov</p>
67	<p>Q: Is there a specific RFP number to reference in our submittal?</p> <p>A: Bidding Opportunity # 07-09-13-22- COVID-19Testing Services for the State of New Jersey.</p>
68	<p>Q: Section 2.3.1 A refers to “The State, in its sole discretion, will designate static or pop-up testing sites.” In regard to Static or Pop-up testing sites:</p> <ol style="list-style-type: none"> a. Please provide definition and expectation for each. b. Are these walk-up sites? c. Will there be drive-through sites? d. Does vendor need to provide space and infrastructure for Static sites? What will the state provide? <p>A: These expectations (a., b., c.) will be provided during post-award project kick off meeting and will also be influenced by local needs at the time of deployment. For d., it is the expectation the vendor can provide what is listed in section 2.3.1. A. and section 2.5.</p>
69	<p>Q: Section 2.3.1 A refers to three types of tests: PCR, Pooled PCR, and antigen tests.</p> <ol style="list-style-type: none"> a. Please confirm the antigen tests are rapid Point-of-Care antigen test kits. b. How do we specify the different per test cost for each of the three types of tests on the Testing Price Sheet excel file? <p>A: The expectation is for multiple test types. See question and answer response #43 for the Price Sheet.</p>
70	<p>Q: Section 2.3.1 B refers to three types of tests: PCR, Antigen, and OTC antigen tests.</p> <ol style="list-style-type: none"> a. What is meant by “pickup of test kits to designated locations”? <p>A: If vendor delivers test kits to designated locations and pick up of materials are needed, vendor must provide this.</p>

#	Question (Bolded) and Answer
	<p data-bbox="430 285 1206 420">b. Please confirm if “collection of specimens” requires vendor to provide onsite personnel or if the facility will conduct the specimen collection and ship the specimen to our lab for processing and resulting?</p> <p data-bbox="289 422 1036 453">A: Vendors may propose what they have capacity to offer.</p> <p data-bbox="430 489 1198 583">c. How do we specify the different per test cost for each of the three types of tests on the Testing Price Sheet excel file?</p> <p data-bbox="289 621 1130 688">A: See question and answer response #43. Further details will be provided at the post-award vendor kick-off meeting.</p>
71	<p data-bbox="289 758 1170 825">Q: Where should we specify minimum quantities for each of the three service types on the Testing Price Sheet excel file?</p> <p data-bbox="289 856 1141 989">A: Please see the updated Testing Price Sheet re-posted 10-7-22. https://www.nj.gov/health/mgmt/bids.shtml Follow the instructions outlined on the price sheet. There are no guaranteed minimum or maximum volumes.</p>
72	<p data-bbox="289 1031 1182 1098">Q: Is it a requirement that the PCR lab has an NJ CLIA license or can the PCR lab have a CLIA license from another state?</p> <p data-bbox="289 1129 1206 1224">A: Yes. The CLIA certification or copy of contract must be supplied with the Quote per RFQ section 3.2. NJDOH will review as part of quote review process.</p>
73	<p data-bbox="289 1268 1203 1461">Q: Can you please provide the three NJ Forms which are required to submit with our Quote, but are not found in the link provided in RFP to all required forms. (1) Disclosure of Investigations and Other Actions Involving Vendor, (2) State of New Jersey Standard Terms and Conditions and (3) Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions).</p> <p data-bbox="289 1497 1214 1598">A. Active links to required forms can be found at https://nj.gov/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf</p>
74	<p data-bbox="289 1640 1166 1707">Q: What is an approximate number of static and pop-up testing sites you would need in a single day?</p> <p data-bbox="289 1766 841 1797">A: See question and answer response #47</p>

#	Question (Bolded) and Answer
75	<p>Q: Any approximation on the number of tests to be administered per site per day?</p> <p>A: See question and answer responses #1 and #47</p>
76	<p>Q: Do you require clinic hours of 7am-9pm every day or do we just need to be prepared to work within that time frame,? Or do you just require an 8-hour day? See</p> <p>A: See question and answer response #46</p>
77	<p>Q: Do all onsite staff need to be bilingual?</p> <p>A: See question and answer response #51</p>
78	<p>Q: What is the solicitation number for the COVID-19 Bid?</p> <p>A: Bidding Opportunity # 07-09-13-22- COVID-19 Testing Services for the State of New Jersey</p>
79	<p>Q: In the required forms can you clarify what “Business Registration Certificate” is?</p> <p>A: The Business Registration Certificate (BRC) is issued by the New Jersey Department of Revenue. It is a mandatory document to prove that you are registered with the Department of Revenue to conduct business with the State of NJ.</p>
80	<p>Q: Can you explain how pricing the Vendor Manage Pop Up sites work? There are many costs associated with a turnkey testing site. Is the State asking for a firm fixed price per test that covers all other expenses?</p> <p>A: Bidders must submit a firm fixed price; the State will not accept any assumptions regarding firm fixed pricing.</p>
81	<p>Q: Are bidders allowed to bid on only a portion of the Scope of Work or would a response to only a portion of the SOW be considered non-responsive?</p> <p>As per 3.6, bidders may submit quotes and pricing for one, two, or all three Service Types.</p>
82	<p>Q: SECTION 1.1 AND 1.0- Can you clarify if this RFQ will result in the state issuing an RFP next or was the use of the acronym RFP done in error?</p> <p>A: Per RFQ, the contract term is 12 months from contract award or until 30 days after the fully advertised Statewide RFP is executed.</p>

#	Question (Bolded) and Answer
83	<p>Q: SECTION 1.1 AND 1.0- If not in error, should bidders anticipate that no awards will be made from this specific RFQ solicitation, and an RFP will be released next by the state?</p> <p>A: See question and answer response #82.</p>
84	<p>Q: SECTIONS 2.1, 3.6, 4.2- As a bidder we are concerned that a single price point for each price line number, inclusive of all costs, cannot accurately provide the state with the best price – will the state reconsider its price sheet structure to allow bidders to differentiate between testing supply costs, labor costs, and indirect costs for each line number?</p> <p>A: See question and answer responses #2 and #54.</p>
85	<p>Q: Can vendors submit a bid for only a portion of the RFQ? For example could a vendor bid on only the Direct To Consumer COVID PCR Test section?</p> <p>A: See question and answer response #81.</p>
86	<p>Q: What is the estimated number of Tests needed? Number of Rapid? Number of PCR? What ratio will the State accept for Pooled Testing?</p> <p>A: See question and answer response#1. There are no guaranteed minimum or maximum volume for any price lines. Regarding pooled testing, ratio should be dependent on percent positivity and vendor shall meet vendor specifications under RFQ section 2.4.1.D.2.i.</p>
87	<p>Q: Is insurance billing required or could a vendor bid on a portion of the FFQ for only direct billing to the state?</p> <p>A: See RFQ sections 2.8A and 2.8B</p>
88	<p>Q: Which vendor is the State currency using for COVID Testing?</p> <p>A: Vault Medical Services of NJ P.C</p> <p>Bidders interested in the current contract specifications and pricing information may review the current contract https://nj.gov/covid19oversight/transparency/contracts/reports.shtml</p>

#	Question (Bolded) and Answer
89	<p>Q: Can you share a copy of the State-Supplied Price Schedule that is supposed to be part of this RFQ?</p> <p>A: Price sheet is attached as a separate attachment to the RFQ. Price Sheet was updated and re-posted on 10-7-22 Please see the update on the bidding opportunities page https://www.nj.gov/health/mgmt/bids.shtml</p>
90	<p>Q: When does the State need the first Tests shipped to the State?</p> <p>A: Program expectations will be communicated during the post-award Project kick-off meeting.</p>
91	<p>Q: Do you allow redlines to the T&C's?</p> <p>A: Yes, but vendor is still required to sign NJ Ts and Cs. If Vendor takes an issue with NJ'S Ts and Cs, vendor must specifically indicate which provision of NJ's Ts and Cs vendor wants to negotiate. The State, however, cannot move forward with a contract, if a vendor refuses to sign NJ Ts and Cs. See RFQ section 3.8.</p>
92	<p>Q: Are we able to bid only for test products?</p> <p>A: See question and answer response #81.</p>
93	<p>Q: Are we able to bid without static or pop up testing sites, administrative support, staffing, submitting reporting or supplies?</p> <p>A: See question and answer response #81. Expectations for each service type are listed in RFQ section 2.0 Scope of Work.</p>
94	<p>Q: What is the estimated daily or weekly volume for each service type?</p> <p>A: See question and answer response #1.</p>
95	<p>Q: Will the state provide physician oversight to order the tests?</p> <p>A: No.</p>

#	Question (Bolded) and Answer
96	<p>Q: If a vendor cannot provide OTC antigen tests, can they still apply for the other service types? Or, is the vendor required provide all aspects of each service type?</p> <p>A: See question and answer response #81. Expectations for each service type are listed in RFQ section 2.0 Scope of Work.</p>
97	<p>Q: Will the orders that are to be billed to insurance have a billable diagnostic (not screening) ICD-10 code?</p> <p>a) If the order is not accompanied with a billable diagnostic code, will these be billed to the State?</p> <p>A: NJDOH will not provide the ICD-10 codes. Billing expectations are listed in RFQ section 2.8.</p>
98	<p>Q: For the static/pop-up sites are you looking for lab-based PCR or rapid point of care PCR tests?</p> <p>A: Vendors may propose what they have capacity to offer in line with the expectations outlined in the RFQ, section 2.0 Scope of Work.</p>
99	<p>Q: Could you please confirm that Section 3.2 (Bidder's Certification and Licensure) pertains to the services requested and not to the provision of goods?</p> <p>A: The question is unclear. Per RFQ Section 3.2 The Bidder shall be Clinical Laboratory Improvement Amendments (CLIA) certified or under contract with a CLIA certified lab. The Bidder must identify the CLIA relationship (Name of the Laboratory, Address, and CLIA #). The Bidder shall also provide a copy of the contract and/or CLIA certification with its Quote.</p>

[REDACTED]

From: DOH-Central Procurement [DOH]
Sent: Thursday, October 6, 2022 2:56 PM
To: DOH-Central Procurement [DOH] <centralprocurement@doh.nj.gov>
Subject: RE: *****Amendment 2, *****New Jersey Department of Health Bidding Opportunity # 07-09-13-22- COVID-19 Testing Services for the State of New Jersey

Due to the Delay in Posting Question & Answer Responses, Proposal Due Date has been extended.

Question & Answer Responses will be posted by COB Tuesday, October 11, 2022.

Please continue to check our webpage for updates <https://www.nj.gov/health/mgmt/bids.shtml>

INFORMATION FOR BIDDERS:

Quotes Due:

Bidders must submit Quotes to centralprocurement@doh.nj.gov **by 12 PM EST on Tuesday, October 18, 2022**

Contract term: 12 months from contract award or until 30 days after fully advertised RFP is executed.

***** Note: If a Vendor is not able to participate in a specific RFP due to a conflict of interest, scheduling issue, or because it does not possess expertise in that specific area, it shall decline the request for a competitive Engagement Response in writing to the requesting Using Agency SCM or designee. A “No-Bid” response to this Engagement via e-mail shall meet this requirement.

Thank you,

Central Procurement
New Jersey Department of Health
55 North Willow Street
PO Box 360
Trenton, NJ 08625





WWW.ROVER-LABS.COM

RFQ # 07-09-13-22

COVID-19 TESTING SERVICES FOR
THE STATE OF NEW JERSEY

QUOTE

SUBMITTED OCTOBER 18, 2022

Prepared By:

Hashcore DLT, Inc.
d/b/a Rover Labs
22 Argyle Road
Port Washington, NY 11050

Principal Contact:

Mark Fasciano
Chief Executive Officer

Alternative Contact:

Allison Solaru
Business Development Manager



Executive Summary

Rover Labs is a proven, high-volume, COVID-19 testing laboratory located in Monmouth Junction, NJ, that specializes in end-to-end municipal testing for state and local governments to keep schools, correctional facilities, nursing homes, homeless shelters and local health departments safe on a daily basis. Rover labs utilizes the most-advanced, FDA EUA-approved testing platforms to handle both saliva and swab PCR samples with no difference in price, testing experience, or reporting to the client or to patients, as well as cost-effective distribution of antigen testing through our warehouse in Bridgewater, NJ.

Rover manages every aspect of the daily operations needed to implement and manage COVID-19 testing including, but not limited to, sample collection, staffing, equipment, supplies, shipment, sample tracking, test result reporting to patients, government agencies, and patients. Rover's staffing partner, United Staffing, has an extensive labor pool within the vicinity of the locations specified in this RFQ, and United Staffing has been extensively trained in Rover's municipal testing protocols and workflows since 2021.

Rover Labs has been a trusted turnkey testing solution provider to the New Jersey Department of Health (NJDOH), where it has served over 200 schools throughout the state of NJ since 2021. NJDOH can continue to rely on Rover Labs to initiate testing within 30 days after award because of our team's extensive experience in rapid onboarding of test locations using local/minority staff. To illustrate our ability to rapidly deploy, Rover initiated testing in the first 50 schools in NJDOH 2021-2022 school year within the first week, and 200 schools in the first month. For NJDOH, Rover successfully completed over 83,000 PCR tests and delivered approx. 900,000 antigen tests in the first year.

Collectively, with our vast experience and comprehensive approach to COVID testing, we not only have the capability to meet your goals outlined in the Scope of Work, but also the ability to exceed your expectations.

A summary of our key advantages:

- Ability to perform PCR with **nasal swabs and/or saliva testing** for the same price
- We have our own **cloud based LIS system**, which gives us complete control over data and ability to quickly customize data reports and usability for clients
- Ability to begin testing for the NJDOH **within 7 days** of award notification
- Single data platform for PCR individual and antigen tests; end users have one single registration experience, one single test result report format
- Extremely efficient PCR testing: on average **only 60 seconds to register test and provide sample**
- Ability to **scale onsite testing up or down within 72 hours**
- Data-driven quality control, with transparency of **key stats in daily reports** in real time
- 24-hour lab turn-around time (**24-hour lab TAT**) for 99% of samples
- **Nasal and Saliva PCR test** capacity for over 8,000 tests per day
- Capacity to **deliver bulk shipments of test kits** to desired NJ locations **within 7 days**
- Complete commitment of entire company: Director of Operations will attend weekly client huddles, and CEO is available for escalations whenever necessary

We are committed to delivering the **highest service at the best possible value** with our all-inclusive bid pricing. Rover Labs is eager to continue partnering with the NJDOH to fulfill our commitment to improving the health of every member of our community.

TECHNICAL QUOTE

1. COVID-19 PCR & Antigen Tests

Rover Labs utilizes two platforms to handle PCR testing of both saliva and swab samples. Each platform has been FDA EUA approved.

1.1. COVID-19 Nasal Swab PCR Assay: iAMP COVID-19 Detection Kit

Rover Labs uses the Atila Bio Systems iAMP COVID-19 Detection Kit to perform nasal collection PCR tests. The iAMP COVID-19 Detection Kit is a real-time reverse transcription isothermal amplification test. The test is based on a proprietary isothermal amplification technology termed OMEGA amplification. The iAMP COVID-19 assay’s key differentiator from current rRT-PCR COVID-19 assays is its ability to detect SARS-CoV-2 RNA directly from samples without prior RNA extraction process, which simplifies and expedites the test results with the same accuracy and sensitivity as other commercial methods. For more information: [Atila FDA EUA](#)

1.2. COVID-19 Saliva PCR Assay: Standard Biotoools Advanta Dx

Rover Labs uses Standard Biotoools Inc. Advanta Dx to perform saliva collection PCR tests. The Advanta Dx SARS-CoV-2 RT-PCR Assay is a real-time reverse transcription (RT) PCR test intended for the qualitative detection of nucleic acid from SARS-CoV-2 in saliva specimens collected without preservatives in a sterile container from individuals suspected of COVID-19 by their health care provider. Standard Biotoools is the leading saliva COVID test manufacturer in the US, with over 4.1M tests performed. For more information: [Standard Bio Tools FDA EUA](#). This saliva based test has proven to be reliable yet easy to deploy within communities in need.

1.3. COVID-19 Rapid Antigen Tests

Rover has the capability to provide antigen tests if that need ever arises. We have shipped over 1,000,000 antigen tests in the past to our municipal clients, and we have an expanding list of suppliers, including:

Table 1. Approved OTC COVID-19 Antigen Tests		
Test Name	Manufacturer	EUA Number
Flowflex	ACON Laboratories, Inc	EUA210494
iHealth	iHealth Labs, Inc	EUA210470
Speedy Swab	Watmind USA	EUA220042

2. COVID-19 Test Processing Services

2.1. Testing Supplies

Rover Labs will provide all testing supplies, including PPE, disinfectants, technology (including hardware and software), and all other necessary testing supplies, including, but not limited to:

- PPE: gloves, masks, coats
- Office Supplies: pens, tape, signage
- Waste disposal supplies: trash cans, liners
- Biohazard waste collection and disposal supplies
- Paper Test registrations for manual test registration;
- Courier (secondary storage) bags for shipping samples to lab
- Mobile devices with internet access required for electronic test registration
- Sanitation supplies: paper towels, disinfectant spray & wipes, hand sanitizer
- Canopy tents, tables, chairs, and signage for outdoor static & pop-up testing sites
- Collection kits: swabs, tubes, barcode labels, funnels, sample bags, test registration labels

2.2. Supervised Patient Testing

Rover staff will supervise the sample collection of all patients. Each location will have specimen collection teams consisting of two trained staff for COVID-19 PCR and Antigen testing.

- a. Each site will have access to language lines to provide translation services for non-english speaking patients.
- b. On-site Rover staff will be responsible for managing all inventory to ensure adequate supplies on hand at all times during vendor-managed testing clinics.
- c. On-site Rover staff will coordinate with designated site staff if storage of materials is required for multi-day events. This will be initiated by our Customer Support Manager and maintained by our Customer Support Team.

2.3. Sample Transportation

Rover Labs will manage sample transportation between the CLIA testing lab and each site. This will be coordinated by our Customer Support Manager and Team.

- a. For locations within a 5 mile radius of our testing facility, our field collection teams will coordinate delivery of supplies / specimen transport to and from designated testing sites.
- b. For locations within a 5- 25 mile radius of our testing facility, we will use a courier service for delivery of supplies / specimen transport to and from designated testing sites.
- c. For locations greater than a 25 mile radius of our testing facility, we will rely on our partnership with FedEx for delivery of supplies / specimen transport to and from designated testing sites.

2.4. Courier Service

Econo-Courier – Headquartered in Parsippany, NJ, Econo-Courier is a customer-oriented logistics and delivery firm with two locations in NJ. Econo-Courier has over 50 years of experience and operates 24/7, 365 days a year servicing the entire state of NJ. Services include same day pick-up/delivery, distribution, and third-party logistics in healthcare and other industries. Econo-Courier specializes in same day or faster delivery services and has prior experience working with hospitals and laboratories. The Company's delivery professionals have been trained to handle medical samples and supplies. Econo-Courier can scale to meet the

delivery needs of this project and has expressed a readiness and eagerness to take on courier responsibilities for this contract.

3. Staffing

All staff on this project will be managed by Rover Labs. The NJDOH and/or site location staff will not be required for any daily operational workflows, though Rover welcomes any feedback or involvement if preferred.

Rover's collection staff is subject to **mandatory background checks**, and **continuous training and improvement** throughout the engagement of a municipal testing program.

3.1. Staff Substitutions

- a. Rover labs partners with United Staffing Solutions (USS) who will staff the on-site, clinical collection staff. USS will provide substitutes for sickness/callouts for operations in a COVID-19 "surge" environment.
- b. Rover will assume a 25% daily staff callout rate and will work with USS to have that volume of personnel, known as floaters, on call for immediate substitutions on a daily basis. *This floater staff is included in our quoted price.* During inclement weather, and in communication with the relevant stakeholders, Rover Labs can support specimen collection and processing.
- c. A preference for staff bi-lingual in English and Spanish will be used as a prioritized hiring criteria. Our goal is to have 50% of our field specimen collection teams staffed with bi-lingual members.

3.2. Language Service

Many of our collection staff will have English/Spanish bilingual capability, however Rover will incorporate a language service at all NJ testing locations to guarantee coverage. Collection supervisors will have access to interpreters on-demand for over 300 languages (phone and video) through Boostlingo. If needed, collection supervisors will be able to connect students, parents, etc. with an interpreter in under a minute either through a land line, a mobile-smartphone or tablet, or a PC.

4. Logistical and Support Services

4.1. CloudLIS IT / Cyber Security

Rover Labs CloudLIS system is hosted on Amazon Web Services, which provides a set of firewall security protocols configured for CloudLIS. CloudLIS passed a thorough architecture review by NYC City Hall and DOE Cyber/IT security teams in March 2021, including review of HIPAA compliance in less than 1 week. Our security policy document, *Rover Labs Information Security Policy (Version: 1.2, February 2021)*, was shared with the City Hall and DOE Cyber & IT teams prior to signing the NDA/Data Processing Agreement for the BOE on April 30, 2021. Lastly, Rover Labs commissioned a third-party penetration test of CloudLIS, performed by BreachLock, Inc. in April 2021; the penetration results report was clean and sent to DOE and City Hall teams.

4.2. CloudLIS Test Registration Labels

At the heart of the Rover Labs CloudLIS system is a proprietary labeling system that supports fast test registration, minimizing the effort and time required by the administrative staff. CloudLIS provides patient consent built into our registration process and also supports walk-in registrations. Each of the test kits Rover Labs supplied to a location has a printed label containing a QR code that allows for streamlined test registration, tracking, and reporting through our proprietary cloud-based lab information system (CloudLIS).

- a. CloudLIS allows for on-site registration for both scheduled and walk-up appointments for all service types.
- b. Both electronic and paper registration is used if wi-fi is down and/or unavailable.

5. Technology and Reporting Services

Rover Labs will provide a weekly report to NJDOH with the number of new positive cases in an approved state investigation data management system (or other approved format). Also, Rover Labs will provide monthly aggregate data on all specimens collected by type and location to the NJDOH by the tenth (10th) of the following month; and send monthly invoices in an approved format.

5.1. Data Collection

- a. Rover will submit a weekly report with, at a minimum:
 - i. The number of specimens collected by day (up to the current date), broken down by date, test type, and location where testing occurred
 - ii. For rapid tests, the number of positive results, negative results, and inconclusive results, broken down by date, test type, location where testing occurred
 - iii. For lab-tested results, number of positive results, negative results, inconclusive results, and not-yet-resulted specimens, broken down by date, test type, and location where testing occurred. Lab-tested result information will be provided beginning no later than 48 hours after specimen collection
 - iv. For lab-tested results, the percent of tests resulted within 24 hours of being received by the lab and average turnaround time for all lab-tested results
- b. Report will also include aggregate results status of all samples (resulted positive, resulted-negative, resulted-inconclusive, unable to process/defective, pending, missing, other), by test type
- c. Reporting will be provided on a standardized template to be provided by the NJDOH and using the HIPAA compliant lab electronic systems

5.2. Instant Reporting

Rover CloudLIS allows for effortless retrieval of results and up to the minute statistics in English and Spanish. Instant reports can be provided to the NJDOH administration containing cumulative results and statistics including but not limited to: locations served, number of tests processed, results summary, turnaround time, individual testing results, and any issues that may arise. Rover CloudLIS also offers a dashboard to keep track of testing metrics, and we are also able to upload data from CloudLIS directly to feed state/local dashboards.

5.3. Patient Notification

5.3.1. Data Management: Rover CloudLIS

Rover CloudLIS is a HIPAA compliant cloud-based laboratory information system that supports the entire test lifecycle from provisioning to resulting. Our system delivers the fastest, most streamlined test registration process available:

- Test subjects (or parents/guardians for minors) receive test results by email/text with DOB challenge
- HIPAA-secure delivery of results to patients, without requiring portal login and passwords to remember
- Test registration only requires mobile phone (supplied by Rover collection staff)
- No printers, laptops, or other expensive equipment required at collection points
- Test registration takes less than 60 seconds
- Supports pre-registered and walk-in test subjects
- Records testing consent of parent/guardians or adult test subjects
- CloudLIS automatically reports to patients as tests are resulted
- Meets CLIA regulations and CMS guidance on reporting results

5.3.2. Results Communication

Individual reports will have QR codes embedded within the test results to allow for verification at checkpoints. These reports may also be printed, and contain information about the testing assay, lab location, patient test result history, as well the current test results. They are accessible by both email and phone via a secure link.

- a. When notifying the person, or their parent/guardian if a minor, receiving the individual test results, patient notification includes a link that directs them to appropriate CDC and CMS guidelines so that they are aware of next steps

5.3.3. Real-time, Continuous Sample Tracking

Rover tracks patient samples from registration through resulting, which enables us to track not just **Lab TAT** (accessioning to result time), but also **Sample TAT** (sample collection to result time). Rover Labs' CloudLIS system helps ensure superior quality control and transparent reporting. Rover CloudLIS is a cloud-based laboratory information system that supports the entire test lifecycle from provisioning to resulting. Rover's CloudLIS tracks all issues regarding the entire testing process, including: registration failures, sample delivery failures, QNS (Quality Not Sufficient)/no sample, and result delivery failures. **Rover Labs believes in continuous improvement; these issue reports will be shared in real-time.** Rover's support and diagnostic engineers work together to drive a zero-defect testing process. As we have with existing clients Rover welcomes the opportunity to distinguish ourselves through accountability.

CERTIFICATIONS and LICENSURE

1. Company Name, Addresses, Contacts

Genophyll Labs, a CLIA certified laboratory, is a subsidiary of Rover labs.

Company trade name	ROVER LABS
Company name	Hashcore DLT Inc d/b/a Rover Labs
Lab Name	Genophyll Labs
Lab Address	1 Deerpark Drive Monmouth Junction, NJ
Lab CLIA Number	31D2209172 (See <i>Appendix A for certification</i>)
Lab CLIS Number	28540 (See <i>Appendix A for certification</i>)
Chief Executive Officer	Mark Fasciano, Ph.D.
Chief Science Advisor	Samuel K. Sia, Ph.D.

MANAGEMENT OVERVIEW

Chief Executive Officer	Mark Fasciano, Ph.D.
Chief Science Advisor	Samuel K. Sia, Ph.D.
Chief Technical Officer	Praskash Viswanathan
Medical Directors	Lan Wang, M.D. and Songling Liang, M.D
Controller	Liviu Vlaiconi
Accounting & HR Manager	Maliha Momtaj
Director of Field Operations	Stephanie Garcia

CONTRACT MANAGEMENT

1. Rover Labs / NJDOH Contact

Rover will keep direct lines of contact with NJDOH. Weekly status meetings going over any issues related to testing, positive/negative percentages, and/or operational difficulties will be scheduled between NJDOH specified contacts and the Rover Support & Logistics team. Automated daily reports of registrations and results will be sent to NJDOH for monitoring. Daily or weekly reports may also be automatically sent to individual school administrators. **We will partner with NJ DOH to support to make the testing process successful from the start.**

Role	Responsibility
Chief Executive Officer	Ultimate compliance with all terms of the contract and client satisfaction. Will participate in early status meetings, and any escalations.
Chief Technical Officer	Maintenance of data security and compliance of systems and teams, data importing and reporting.
Controller	Oversight of contract process, billing, financial reporting
Accounting & HR Manager	Oversight of staffing
Director of Field Operations	Contract contact for Rover Labs. Oversees daily operations of contract

COMPANY EXPERIENCE

1. NJDOH School Testing

In partnership with the New Jersey Department of Health (NJDOH), Rover Labs currently provides end-to-end diagnostic screening testing for students, faculty, and other staff in public, private, and charter Pre-K-12 schools throughout the State of New Jersey. We serve over 200 schools across five counties with turnkey testing administration services that include implementation, management, staffing, equipment, and daily operations needed to operate state sponsored school testing clinics, including all required reporting.

2. NYC DOE Saliva Testing

Rover Labs was formed in 2020 out of a collaboration between Rover Diagnostics and NYC Health and Hospitals (H+H). With over six months of experience and over \$100M spent on COVID testing, H+H Director of Clinical Services, Kenra Ford, and H+H Ambulatory Care CMO, Andrew Wallach, believed there was a faster and cheaper way to perform large-scale PCR testing. They oversaw a 460-patient concordance study comparing Fluidigm’s Advanta Dx against another FDA EUA-approved PCR test for nasal swabs. The saliva performance was excellent, with only four discordant samples (<0.9%) vs swab PCR tests. This study formed the basis of the NYC DOE Pilot contract with Rover Labs. NYC DOE saliva testing was initiated by approximately 50 schools for the standard, mandated 20% of students, open to adult staff and walk-ins. For the initial month, school nurses were trained by Rover Labs to perform the collection supervision, however scaled testing of NYC DOE will be done directly by Rover staff. Testing began on Jun 1, 2021, and the first month review of testing by NYC Health & Hospitals was judged a success. After the first two weeks of testing, Rover lab operations produced **less than 10-hour Lab TAT**, and **less than 15-hour Sample TAT**, when NYC DOE schools opted for same-day courier of samples to Rover Labs. Approximately 1,500 samples were tested per week for the initial month of testing.

Amendment #3 Price Sheet Update 10/7/22

Office of the Commissioner COVID-19 Testing Unit
Request for Quote (RFQ) for COVID-19 Testing Services for the State of New Jersey

Vendor Name:	Hashcore DLT Inc. d/b/a Rover Labs	
Quote Opening Date:	10/18/2022	
<p>Instructions:</p> <p>- Bidders shall submit firm fixed pricing for the Turnkey Testing Vendor Services. A firm fixed price is a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs (hourly rate, overtime rate, fringe), overhead, fee or profit, clerical/administrative support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.</p> <p>-Vendors may submit proposals and pricing for one, two, or all three service types.</p>		
<u>Price Line Number Labor Rate Title Unit</u>		
1	Vendor Managed Static or Pop-up Testing Site Each	
	Over the Counter (OTC) Antigen self Test	\$21.11 / test
	Polymerase Chain Reaction (PCR) Test	\$49.95 / test
	Point of Care (POC) Antigen Test	\$21.11 / test
2	Bulk Test Kit Distribution Each	
	Over the Counter (OTC) Antigen self Test	\$4.95 /test
	Polymerase Chain Reaction (PCR) Test	\$39.92 /test
	Point of Care (POC) Antigen Test	\$4.95 / test
3	Direct to Consumer At Home Test Kit Distribution Each	
	Over the Counter (OTC) Antigen self Test	\$39.95 / test
	Polymerase Chain Reaction (PCR) Test	\$73.54 / test

	Point of Care (POC) Antigen Test	\$39.95 / test
Total Cost		

Appendix A

LABORATORY CERTIFICATIONS

- CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA) CERTIFICATION
- CLINICAL LABORATORY IMPROVEMENT SERVICES (CLIS) CERTIFICATION

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF REGISTRATION

LABORATORY NAME AND ADDRESS
GENOPHYLL ENTERPRISES
1 DEERPARK DRIVE, SUITE L-1
MONMOUTH JUNCTION, NJ 08852

CLIA ID NUMBER
[REDACTED]

EFFECTIVE DATE
01/12/2021

EXPIRATION DATE
01/11/2023

LABORATORY DIRECTOR
SONGLIN LIANG M.D.

Pursuant to Section 355 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures. This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Regina S. Van Borselle
Regina S. Van Borselle, Acting Director
Division of Clinical Laboratory Improvement & Quality
Quality, Safety & Oversight Group
Center for Clinical Standards and Quality

291 Cert1_021621

- If this is a **Certificate of Registration**, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a **Certificate for Provider-Performed Microscopy Procedures**, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a **Certificate of Waiver**, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



GENOPHYLL ENTERPRISES

1 DEERPARK DR SUITE L-1
MONMOUTH JUNCTION, NJ 08852

The above, pursuant to Chapter 166, P.L. of 1975, is hereby authorized to perform the below indicated services:

VIROLOGY

NEW JERSEY DEPARTMENT OF HEALTH
DIVISION OF PUBLIC HEALTH & ENVIRONMENTAL
LABORATORIES

CLINICAL LABORATORY IMPROVEMENT SERVICES

CLINICAL LABORATORY LICENSE



CLIS ID #: [REDACTED]

S/N #: [REDACTED]

EFFECTIVE DATE: 01/01/2022

EXPIRATION DATE: 12/31/2022

The laboratory is only authorized to perform the individual tests within the above specialties as registered with the Department as of the effective date of this license. This license must be conspicuously displayed in the laboratory. License is not transferable.

Appendix B

MANAGEMENT RESUMES

MARK J. FASCIANO

WORK

ROVER DIAGNOSTICS & LABS

2018 - Present

NEW YORK, NY, Eatontown, NJ
CO-FOUNDER, CEO

- Company mission: build world's first ultrafast (15 minutes), portable qPCR instrument
- Technology license from Columbia University, Dept of Bioengineering
- Received \$1M NIH RADx grant for rapid COVID test in 2020
- Rover LightSpeed PCR – COVID test, FDA EUA submission planned Q1 2021
- Rover CloudLIS, cloud-based data lifecycle management for diagnostics testing
- Rover Labs – most advanced saliva PCR lab, based in Eatontown, NJ

CLARAPATH

2014 - 2017

NEW YORK, NY
CO-FOUNDER, CEO

- Company mission: automate and digitize the medical field of histopathology
- Technology license from Cold Spring Harbor Laboratories
- Raised \$3.6M seed capital
- Built and led engineering team to produce robotic microtome
- Principal Investigator SBIR – DLA
- Assembled a clinical advisory board consisting from Harvard, Columbia, and Northwell
- Built initial customer base Biogen, Massachusetts General Hospital, Target ALS, and NYU
- Sold to Northwell Ventures

CANROCK VENTURES

2010 - 2014

BROOKVILLE, NY
MANAGING DIRECTOR

- Company mission: \$20M early-stage venture fund for regional tech startups
- Portfolio included Clearpath Robotics (robotic bases), TouchBistro (tablet-based POS systems for restaurants), General Sentiment
- Technology license from Stony Brook University for large scale social media analytics
- Principal Investigator SBIR – NSF (General Sentiment)
- Funded and developed Sentiment Alpha Capital Management, a quant hedge fund based on large-scale NLP platform measuring consumer demand and sentiment; annual return of +18% with live trading (1.9 Sharpe ratio, <10% max drawdown)

CROWDSTER

2007 - 2010

BROOKVILLE, NY
CHAIRMAN

- Company mission: crowdfunding platform for nonprofits
- Over \$60M in donations for over 300 nonprofits
- Raised over \$3M for company

FATWIRE SOFTWARE

1996 - 2007

MINEOLA, NY
CO-FOUNDER, CEO

- Company mission: enterprise-scale web content management
- Raised over \$35M capital
- Purchased larger, distressed competitor (OpenMarket) for \$6.5M, successfully retaining over 95% of its customer base and turning it profitable
- Grew business to over 400 customers across 9 countries. Personally closed company's largest licensing deals: Bank of America (\$1.5M), CA Technologies (\$3M), General Motors (\$4.5M)
- Sold to Oracle for \$163 million

UNIV. OF CHICAGO, DEPT. OF COMPUTER SCIENCE

1991 - 1996

CHICAGO, IL
RESEARCH ASSOCIATE

- Wrote pioneering AI thesis on real-time planning in fast-changing worlds

- Conducted research on machine learning, sensor fusion, autonomous robotics, and computer vision.

EDUCATION	Cornell University	Computer Science & English	B.A. 1990
	University of Chicago	Computer Science/AI	M.S. 1994
	University of Chicago	Computer Science/AI	Ph.D. 1996

- PATENTS**
- Automated tissue sectioning and storage system (2017)
 - Automated system and method for advancing tape to transport cut tissue sections (2017)
 - Methods and systems for providing the effectiveness of an entity (2013)
 - Methods and systems for determining media value (2013)
 - Media Value Engine (2011)
 - Method and apparatus for collecting and storing information about individuals in a social network (2007)
 - Method and apparatus for marketing with a complex product space (2003)

DIRECTORSHIPS **OVERSEAS MILITARY SALES CORPORATION** **2006 – 2020**
 WOODBURY, NY

- Serve on Board of Directors of private, international auto distributor with sales of over \$450 million, primarily to military personnel overseas. Act as regular sounding board for CEO

TALENTWELL PARTNERS **2019 – Present**
 DALLAS, TX

- Serve on Board of Advisors of private, software company in Human Capital Management

YOUNG PRESIDENTS ORGANIZATION (YPO) **2000 – Present**
 NY METRO/BIG APPLE GOLD CHAPTERS

- Longstanding member of professional organization of impactful business leaders who run companies with revenues above \$10 million
- Served as Chapter, Education, Membership Chairs

- AWARDS & RECOGNITION**
- Ernst & Young Regional Entrepreneur of the Year (2000)
 - Long Island Technology Hall of Fame (inducted in 2011)
 - Illinois Tech Stuart School of Business Commencement Address (2013)
 - Appointed by New York Governor Andrew Cuomo to the New York State Regional Economic Development Council 2008-2010

Articles about Mark Fasciano and his work have been published in the general press including [The New York Times](#), [Newsday](#), and [The Wall Street Journal](#).

BIOGRAPHICAL SKETCH

Provide the following information for the Senior/key personnel and other significant contributors.
Follow this format for each person. **DO NOT EXCEED FIVE PAGES.**

NAME: Samuel K. Sia

eRA COMMONS USER NAME (credential, e.g., agency login): [REDACTED]

POSITION TITLE: Professor, Biomedical Engineering

EDUCATION/TRAINING (*Begin with baccalaureate or other initial professional education, such as nursing, include postdoctoral training and residency training if applicable. Add/delete rows as necessary.*)

INSTITUTION AND LOCATION	DEGREE (if applicable)	Completion Date MM/YYYY	FIELD OF STUDY
University of Alberta (Edmonton, AB, Canada)	B.Sc.	05/1997	Biochemistry
Harvard University (Cambridge, MA, USA)	Ph.D.	05/2002	Biophysics
Harvard University (Cambridge, MA, USA)	Postdoc	05/2005	Chemistry & Chem. Biol.

A. Personal Statement

My research group has developed novel miniaturization technologies for soft microdevices and point-of-care diagnostics, both in an academic and industry setting (as a co-founder of Claros Diagnostics, whose diagnostics technology has garnered FDA approval). Our work in miniaturized medical devices has garnered coverage from over 400 press outlets, including Nature, Science, JAMA, Washington Post, BBC, NPR, Voice of America, Science News, Popular Science, Chemical and Engineering News, and MIT Technology Review. Towards practical translational research, I am also founder of a biotech incubator facility with New York City that has hosted over 65 biotech companies.

Ongoing and recently completed projects that I would like to highlight include:

NIH 1R01HL141935-01

Sia (PI)

04/01/18-02/28/22

Injectable microtissues to promote rapid host re-perfusion of ischemic tissues

DARPA BETR D20AC00004

Sia (PI)

02/21/2020-02/20/2024

TRAUMAS: Treatment and recovery augmented with electrical and ultrasound-mediated actuation and sensing

NIH 1R01HD088156

Balan (PI) Role: Co-Investigator

05/05/16-04/30/21

Use of Novel Mobile Technology to Screen Sexual Partners for HIV and STIs

ME Genomics (Private Industry, China)

Sia (PI)

09/01/18-8/31/21

Single-Color Fluorescent DNA Sequencing by Synthesis Using Novel Nucleotide Analogues

NIH 1U01DA053949-01
Uhlemann/Chandran (PI) Role: Co-Investigator
01/01/2021 – 12/31/2022
Optimizing SARS-CoV-2 wastewater based surveillance in urban and university campus settings

NIH 1R01DK126479-01A1
Sia/Rubin (Multi PI)
05/01/21-04/30/23
Continuous calcium sensor patch for hypoparathyroid patients

NIH 3U54HL143541-02S1
Subaward of Rover Diagnostics, Inc. (private industry)
Fasciano (PI) Role: Co-Investigator
07/11/2020-11/11/2020
An Ultrafast affordable RT-PCR device for the detection of SARSCoV-2 (RADx)

B. Positions, Scientific Appointments, and Honors

Positions

2016 - Professor, Department of Biomedical Engineering, Columbia University
2014 - Faculty Director of Entrepreneurship, School of Engineering and Applied Sciences, Columbia University
2011-2016 Associate Professor, Department of Biomedical Engineering, Columbia University
2005-2011 Assistant Professor, Department of Biomedical Engineering, Columbia University

Significant Professional Activities (2010-current)

2020 Keynote Speaker for Botnar Research for Child Health, Basel, Switzerland
2019 Standing Member, NIH ISD
2019 Invited Speaker, Nature Conference on In-Vitro Diagnostics, Nanchang, China
2019 Invited Speaker, BIOEL 2019, Kirchberg, Austria
2018 Chair, NIH Study Section (ZAI1 RB-A)
2018 Guest Speaker/Panelist, Gardiner Symposium, University of Alberta
2018 Invited Speaker/Panel Chair, MRS Spring Meeting Phoenix, AZ
2017 Invited Speaker, Canadian Society of Chemistry, Toronto
2017 Invited Speaker, Molecular Dx Europe, Cambridge Health Institute, Lisbon
2017 Invited speaker, Diagnostics and the Developing World Conference, Brunel University, London
2016-2018 Reviewer (DP2, U19, and special-emphasis mechanisms), NIH
2016 Invited speaker, AACC, Philadelphia
2016 Keynote speaker, Select Bio Conference (Madrid)
2016 Keynote speaker, *Brown Biotechnology and Global Health Symposium*, Brown University
2015 Chair, NIH Study Section (ZAI1 EC-M (S1))
2015 Keynote speaker, Select Bio Conference (Berlin), 3/18/15
2015 Invited Speaker, NIH Conference on POC Diagnostics
2014 Invited speaker, EuroLabFocus (Liverpool, England), 10/9/14
2014 Invited speaker, ESOF EuroScience (Copenhagen, Denmark), 6/25/14
2014 Invited speaker, AACC Conference (San Jose, CA), 4/24/14
2013 Plenary session keynote speaker, 3rd Annual International Conference on Tropical Medicine, Florida International University
2012 Plenary speaker, NIH/AID International Research in Infectious Diseases Annual Meeting
2012 Plenary speaker, ISLH 2012, Nice, France
2012 Invited participant, NIH/NHLBI Working Group on Point of Care Technologies for Cardiovascular Clinical Research
2012 Invited speaker, NIH/NINR Annual Roundtable
2011 External Advisory Board Member, UC Berkeley Center for Neglected Diseases
2011 Invited speaker, NIH/NCI, Cancer Diagnostics for Global Health

- 2011 Member, NSF Review Panel (ECCS)
- 2011 Invited speaker, Symposium on innovative approach to infectious-disease diagnostics, Harvard Medical School
- 2011 External Committee Reviewer, NIH/NIAID Western Regional Center of Excellence for Biodefense and Emerging Infectious Diseases Research (Galveston TX)
- 2010 Keynote speaker, Henry Wheeler Center for Emerging and Neglected Diseases, UC Berkeley
- 2010 Featured speaker, MIT Emerging Technologies Conference
- 2010 CDRMP reviewer
- 2010 Member, NSF Review panel (EPDT)
- 2010 Member, organizing committee, National Academy of Engineering Frontiers of Engineering Indo-American Conference
- 2010 Chair, Northeast Bioengineering Conference
- 2005- Referee for journals: *Science*, *Nature*, *Science Translational Medicine*, *Nature Medicine*, *Nature Materials*, *Nature Chemistry*, *Nature Reviews Drug Discovery*, *Nature Communications*, *Cell Systems*, *Proc. Natl. Acad. Sci.*, *Lab on a Chip*, *Anal. Chem.*, and others

Entrepreneurial Activities

- 2013- Co-Founder, Harlem Biospace (biotech incubator started with NYC's Mayor's Office)
- 2004-2011 Co-Founder and Chair of Scientific Advisory Board, Claros Diagnostics (sold in 2011 to OPKO Health, NYSE: OPK). In 2019, OPKO obtained FDA approval for Total PSA test with the Claros® 1 immunoassay analyzer.

Significant Honors and Awards

- 2016 Inducted Fellow, American Institute for Medical and Biological Engineering (AIMBE)
- 2015 Thiele Lectureship Award, University of Notre Dame
- 2013 Kjeldgaard International Lectures in Molecular Biology, Aarhus Denmark
- 2011 Runner-up, Wall Street Journal Innovation Award in Medical Devices
- 2010 NASA Launch, one of ten innovators in human health and sustainability
- 2010 MIT Technology Review 35 Innovators Under 35
- 2009 Invited attendee, National Academies Keck Futures Initiative, UC Irvine
- 2008-2010 Wallace H. Coulter Early Career Award Phase II
- 2008-2013 NSF CAREER Award
- 2007 Invited participant, National Academy of Engineering Frontiers of Engineering, Seattle
- 2006-2008 Walter H. Coulter Early Career Award
- 2006-2010 American Heart Association Scientist Development Grant
- 2004-2005 Canadian Institutes of Health Research Fellowship (postdoc)
- 2002 Harvard University Certificate of Distinction in Teaching
- 2002 Delegate, International Achievement Summit, Dublin, Ireland (1 of 200 graduate students in the world from all disciplines chosen to attend)
- 1997-2002 Howard Hughes Medical Institute Predoctoral Fellowship

C. Contributions to Science

1. **Medical diagnostic devices.** My lab developed integrated point-of-care diagnostic devices that could detect protein biomarkers from a drop of blood. Our lab was among the first to directly demonstrate that integrated devices containing lab-on-a-chip technology can be used for this purpose as tested in field settings. Our approach has focused on low-cost manufacturable plastic substrates, and involves collaborators in public health, medicine, and industry. We are now working to develop these devices for infectious diseases, chronic diseases and wellness for global health and consumer health, in combination with consumer electronics devices.
 - a. N. Tejavibulya, D.A.M. Colburn, F.A. Marcogliese, K.A. Yang, V. Guo, S. Chowdhury, M.N. Stojanovic, and S.K. Sia, "Hydrogel Microfilaments toward Intradermal Health Monitoring", *iScience*, 21:328-340 (2019). (cover article for special issue on bioelectronics) doi: 10.1016/j.isci.2019.10.036. PMID: 31698247
 - b. S. Arumugam, S. Nayak, T. Williams, F.S. di Santa Maria, M.S. Guedes, R.C. Chaves, V. Linder, A.R. Marques, E.J. Horn, S.J. Wong, S.K. Sia* and M. Gomes-Solecki, "A Multiplexed Serologic Test for

Diagnosis of Lyme Disease for Point-of-Care Use”, *J Clin Microbiol.*, 57(12). pii: e01142-19 (2019).. doi: 10.1128/JCM.01142-19. PMID: 31597750

- c. T. Laksanopin, T.W. Guo, S. Nayak, A.A. Sridhara, S. Xie, O.O. Olowookere, P. Cadinu, F. Meng, N.H. Chee, J. Kim, C.D. Chin, E. Munyazesa, P. Mugwaneza, A.J. Rai, V. Mugisha, A.R. Castro, D. Steinmiller, V. Linder, J.E. Justman, S. Nsanzimana, S.K. Sia*, “A smartphone dongle for diagnosis of infectious diseases at the point of care”, *Science Translational Medicine*, 7:273re1 (2015). PMID: 25653222
 - d. C.D. Chin, T. Laksanasopin, Y.K. Cheung, D. Steinmiller, V. Linder, H. Parsa, J. Wang, H. Moore, R. Rouse, G. Umvilighozo, E. Karita, L. Mwamarangwe, S. Braunstein, J. van de Wiggert, R. Sahabo, J. Justman, W. El-Sadr and S.K. Sia*, “Microfluidics-based diagnostics of infectious diseases in the developing world”, *Nature Medicine*, 17, 1015–1019 (2011). PMID 21804541
2. **Implantable biomaterials and cells.** My lab has developed novel high-resolution methods to control the microenvironment around cells. These methods enable precise control over three-dimensional cellular environments. Our lab has used these methods for two sets of applications: engineering tissues with improved function, as well as understanding tissue development to high resolution. We are now working to apply these methods to problems of high clinical significance.
- a. N.R. Blumenfeld, H.J. Kang, A. Fenzl, Z. Song, J.J. Chung, R. Singh, R. Johnson, A. Karakecili, J.B. Feranil, N.S. Rossen, V. Zhang, S. Jaggi, B. McCarty, S. Bessler, G.J. Schwartz, R. Grant, J. Korner, F.W. Kiefer, B.M. Gillette, and S.K. Sia*, “A direct tissue-grafting approach to increasing endogenous brown fat”, *Scientific Reports*, 21;8(1):7957 (2018). doi: 10.1038/s41598-018-25866-y. PMID: 29785004.
 - b. S.Y. Chin, Y.C. Poh, A. Kohler, J.T. Compton, L.L. Hsu, K.M. Lau, S. Kim, B.W. Lee, F.Y. Lee and S.K. Sia*, “Additive manufacturing of hydrogel-based materials for next-generation implantable medical devices”, *Science Robotics*, eaah6451 (2017) PMID: 31289767 PMCID: PMC6615760
 - c. O. Ordeig, S.Y. Chin, S. Kim, P.V. Chitnis, S.K. Sia*, “An implantable compound-releasing capsule triggered on demand by ultrasound”, *Scientific Reports*, 6:22803 (2016) PMID: 26965207 PMCID: PMC4786798
 - d. H. Parsa, R. Upadhyay and S.K. Sia*, “Uncovering the Behaviors of Individual Cells within a Multicellular Microvascular Community”, *Proc. Natl. Acad. Sci.*, 108, 5133-5138 (2011). PMID: 21383144 PMCID: PMC3064399
 - e. B.M. Gillette, B. Tang, G. Yang, A. Bazargan-Lari, M. Zhong, and S.K. Sia*, “In situ collagen assembly to interface 3D microfabricated extracellular matrices”, *Nature Materials*, 7:636-40 (2008). (cover article) PMID: 18511938
3. **Protein design and engineering.** My undergraduate and PhD work focused on using structural biology and protein engineering to develop improved peptide-based inhibitors of viral entry.
- a. S.K. Sia*, P.A. Carr, A.G. Cochran, V.N. Malashkevich, P.S. Kim. (2002). "Mechanism of short, constrained alpha-helical peptides that inhibit HIV-1 entry", *Proc. Natl. Acad. Sci.*, 99, 14664-14669. (rated by Faculty of 1000 as “must-read” article) PMID: 12417739 PMCID: PMC137476

PRAKASH VISWANATHAN

SOFTWARE, CLOUD AND SECURITY ARCHITECT

Detail-oriented architect, problem solver, executive level decision maker and business strategy consultant with extensive success devising innovative and tailored solutions to meet ever-changing business requirements within diverse industries. A team builder with advanced skill in leading-edge programming tools complemented by proven ability to assimilate and rapidly utilize emerging technologies while applying information security principles.

SKILLS

- Programming languages: Java, Groovy, Scala, JavaScript (NodeJS, Angular, React), C/C++, Objective-C, Python, Perl
- Frameworks: Spring, Django, RxJava, RxScala, Akka, Boost / STL, agile methodologies (Scrum/Kanban), containerization (Docker/Kubernetes)
- Microservices: Netflix OSS / Hystrix, Envoy, Istio, Apache Camel (EIP)
- Databases: PostgreSQL, MySQL, RDS, MongoDB, DynamoDB, Hibernate, Redis, Memcached
- Version control: Git, Subversion, CVS
- Platforms: Linux, Android, iOS, Mac OS X
- Cloud: Amazon Web Services, Openstack, Terraform, Consul
- Linux system and network administrator
- Automation tools: Ansible, Puppet, Vagrant, Jenkins, Maven, Gradle
- Security: CISSP, CISA, Network / Software / Cloud Security, Risk assessments, Zero Trust networks, Threat intelligence and modeling, Attack surface evaluation, Penetration testing

EXPERIENCE

2021 – PRESENT

CTO, ROVER LABS

Created a scalable Lab Information Management Solution (LIMS) based on serverless architecture best practices and AWS well-architected paradigm to support COVID-19 RT-PCR testing lab operations and various third-party workflows. Interfaces constructed allow for internal administration, client / patient portals and secure data sharing including regulatory state reporting across web and mobile.

2009 – PRESENT

INDEPENDENT SOFTWARE AND SECURITY ARCHITECT, COGENT HEURISTICS LLC

Subject matter expert in a wide range of technologies using emerging technologies and modern software design methods. Executed several critical projects delivering performance scaling, cloud migration, parallel computation, data mining, and scheduling algorithms. Facilitated the creation

of governing principles to guide decision making for the enterprise and ensured the optimal governance structure and compliance activities.

- Assisted C level executives in the understanding of technological challenges and in the translation of high-level business ideas into less complex, scalable, and agile target architectures
- Expertise in the delivering of application architecture, software development and lifecycle management, release engineering, systems integration and DevOps
- Secure coding practices using industry standards and design patterns
- Mobile application development on Android and iOS
- Experienced AWS solutions architect designing dynamically scalable, highly available, highly reliable and fault-tolerant systems while implementing cost control strategies
- Deep knowledge of the Linux OS, networking, and VoIP protocols
- Unique ability to detect critical deficiencies and in recommending solutions for improvement

2011 – 2021

QUALIFIED SECURITY ASSESSOR (QSA), SECURE TECHNOLOGY GROUP

- Information security assessments per PCI DSS
- Penetration testing and vulnerability scans
- Risk assessments
- Knowledge and experience in the NIST, OWASP, and FISMA security regulations, standards, and processes

2019 – 2020

IT SECURITY AND INFRASTRUCTURE CONSULTANT, TRIPADVISOR

- Implemented a hybrid Zero Trust network based on F5 BIG-IP, Microsoft Azure and SAML
- Developed a drop-in SAML Service Provider solution for Kubernetes intranet applications
- Performed upgrades for the Cisco LAN switching infrastructure across global offices
- Migration to Nutanix Hyperconvergence solution from VMWare ESXi
- Modernized enterprise backups with new iSCSI storage

2013 – 2015

SENIOR VOIP AND IT SECURITY CONSULTANT, TRIPADVISOR

- Designed and deployed Cisco Jabber IM and video bridging platform utilizing Cisco Unified Communications Manager and virtual telepresence components VCS and Conductor
- Set up and managed replicated SAN infrastructure on iSCSI arrays over the WAN
- Responsible for security and monitoring of video conferencing components
- Architected a scalable and geographically redundant solution for enterprise backups

2011 – 2014

CO-FOUNDER/PLATFORM ARCHITECT, SPRANTO

Developed a standards-based H.323 video conferencing platform delivering integrated e-learning, e-medicine, relay services and collaboration environments. The core framework was written in C++ with clients for Android, iOS, Windows, and Mac OS X.

2009 – 2011

APPLICATION ARCHITECT, APPLTICS / 3GALABS

Designed and developed web (Python/Django) and mobile (Android/iOS) applications for a mobile marketing startup, hosted on Amazon Web Services.

2003 – 2008

CTO, NOBEL

Played a strategic role in determining the future growth and role of the Nobel telecommunications and technology network. Setup and led cross-functional teams in the design, deployment, and migration toward a scalable, redundant, and modular next-generation VoIP solution.

- Key player in the development of strategies and long-term corporate vision
- Led global functions in directing strategies, providing essential tactical plans to simplify business operations and processes, and contract negotiations for voice and data including SLA
- Developed and delivered systems to launch profitable high-tech product offerings
- Introduced automated call routing and detailed, real-time monitoring of call quality, leading to higher quality of service and launch of several product offerings
- Instrumental in initiating and implementing several technical improvements resulting in robust and detailed traffic and profitability reports
- Standardized data gathering leading to their extensive use in business analysis, forecasting, planning and productivity
- Setup offshore teams in Romania for more efficient development and round the clock coverage

2001 – 2002

CIO AND VP OF SOFTWARE, NOBEL

Technical leadership of an early-stage telecommunications startup, clearing project backlog and building cross functional teams.

- Key technical decision maker in the evaluation and subsequent implementation of NACT telecommunication switches and software
- Developed tactical plans, strategies, and business specific telecommunication solutions to meet corporate and client requirements
- Designed, developed, and implemented and framework for Nobelcom.com, the flagship retail website, and Enjoy Prepaid, an automated prepaid long-distance service, integrated with the telecommunication switch backbone
- Managed the development and launch of the retail operations management software.
- Managed network operations, IT operations, and change management to improve overall performance and operational efficiency
- Implemented enterprise-wide information security policies, secure coding practices and layered security model
- Responsible for technical aspects of the move of the corporate office from Newton, MA to San Diego, CA and the offices in Bucharest, Romania

1999 – 2001

SENIOR SOFTWARE ENGINEER, QUESTIONEXCHANGE / VA LINUX

Senior engineer supervising a team of developers.

- Designed and developed QuestionExchange, an open-source community based technical support site, Dissert, for management of software projects, and ProjectTree, a companion site to SourceForge
- Initiated continued efforts resulting in a more extensive server setup including an OpenBSD firewall, redundant web servers and an Oracle server running in a RAID configuration

- Installation, daily maintenance, security, troubleshooting and service recovery of the Linux based programming network, Apache SSL web server, Oracle database administration, and version control

EDUCATION

MASTER IN COMPUTER SCIENCE – OPERATING SYSTEMS & COMPUTER NETWORKS, NORTHEASTERN UNIVERSITY, BOSTON, MA

MASTER IN SCIENCE – APPLIED STATISTICS & INFORMATICS, INDIAN INSTITUTE OF TECHNOLOGY, MUMBAI, INDIA

(ISC)² CISSP & ISACA CISA CERTIFICATIONS

LIVIU VLAICONI, MBA, CPA

• New York, NY 10007 • [REDACTED] •

SUMMARY: Accountant CPA with experience in financial reporting, cost accounting, budgets, planning and client service with a passion for optimization of back office accounting processes and real-time reporting using intelligent technologies.

- Excellent communicator who can convey to information user actionable conclusion based on raw accounting data.
- Financial Reporting, Revenue/Expenses Recognition, Costing, Inventory, GL, Bank, AP, AR, Fixed Assets, Leases.

PROFESSIONAL EXPERIENCE

Rover-Labs

Controller

New York, NY · February 2022 - Present

- Protect and conserve business resources and accurately report its financial position.
- Monitor and balance cash flows into and out of the business to meet obligations and optimize investment.
- Ensure invoices are properly approved and coded in the general ledger.
- Coordinate with external financial, compliance, insurance, and tax professionals/auditors.
- Create and monitor company policies and internal controls, especially spending controls, to safeguard company assets.
- Assist with or fully create budgets including incorporating historical data.
- Administer loan agreements for company borrowings and collect moneys owed to the company from customers.
- Develop financial strategy including risk minimization plans and opportunity forecasting.

GROUPM

Senior Accountant

New York, NY · November 2017 - Present

- Lead the monthly close of multiple business units-240 mil. /month including the accurate preparation of the BS, P&L.
- Prepare and review monthly journal entries, including standards, accruals, P&L US GAAP/IFRS.
- Investigate and document fluctuations in budget to actual variance analysis, explaining cost drivers P&L impact.
- Prepare and review monthly analysis and reconciliations of assigned BS sections: AP Accruals, T&E, Benefits, Stocks.
- Work closely with intercompany partners on business consolidations and intercompany reconciliations average 24 units.
- Manage and report costs for Fixed Assets, Leasehold Improvements and IT Hardware/Software for North America.
- Responsible for reconciling and reporting inter-company's group balances for trade receivable/payable, interest revenue/expense on leases, building lease, inter-group cash funding/swiping, manage a team of 2 staff accountants.
- Manage the monthly cost allocation for wholly owned/partially owned units and minority interest in various agencies.
- Review and record intercompany treasury settlements. Responsible for SOX compliance and implementation.
- Prepare supporting documentation for both external and internal audit, corporate sustainability and budget analysis.

BROOKLYN BRANDS LLC

Interim Controller

Brooklyn, NY · May 2017 - September 2017

- Managed financial reporting and presented conclusion for B/S accounts to support operational decisions.
- Ensured accurate general ledger coding for all P&L accounts, 20 mil. yearly sales revenue.
- Reconciled monthly warehouse inventory per specific items and reported balances for raw materials, WIP and CGS.
- Prepared weekly reports and manage Company's financial dashboard reporting to CFO.
- Implemented sales forecasting processes, established proper internal control procedures and supervised AP/AR function.
- Supervised general bookkeeping responsibilities and maintained accurate financial statements US GAAP compliant.

ROMAN THOMAS INC.

Accounting Manager

New York, NY · August 2014 - May 2017

- Oversaw the accounting function for multiple privately held companies with more than 3 million USD annual sales.
- Managed the payable and receivable function and year end closing, provided clear and accurate financial reporting.
- Provided financial reports supporting operations, planning, budgets and cash management for 300k per month.
- Maintained analytics reports and KPI for purchasing and monitored budget variance for DM and DL cost.
- Provided analytic support for inventory management - FIFO and implemented the just-in-time inventory concept.
- Designed and implemented inventory analytics for production costing.

FIROOZANIA & MEKUL CPAs P.C.

Accountant

New York, NY · October 2013 - May 2014

- Performed a wide range of accounting procedures tailored for small businesses, write-offs, bookkeeping, tax.
- Participated in audit engagements for real estate entities.
- Developed essential accounting reports for clients in a timely and accurate manner, small business with sales up to 500k.

McGLADREY LLP

Tax Processing Coordinator (contract)

New York, NY · August - October 2013

- Performed data analytics for income tax filing status, and processed start to finish more than 400 digital tax returns.

COHNREZNICK LLP

Tax Processing Coordinator (contract)

Roseland, NJ - February-April 2013

- Assisted the tax processing department with workflow optimization and monitored tax control for more than 300 digital tax returns.
-

EDUCATION

MBA - Accounting Concentration - *New York Institute of Technology, New York - with distinction*

BS - Economics - *Academy of Economics Study, Bucharest, Romania*

TECHNICAL SKILLS & ADDITIONAL INFORMATION

- Microsoft Dynamics AX, Perceptive, SAP BFC, Mediaocean, QuickBooks Enterprise/QuickBooks Online - ProAdvisor, Xero.,
- Advanced Excel/Word/Power Point, MS Power BI, Quantitative Analysis and Financial Modeling.
- Volunteer - Board Member and Treasurer - Romanian American Business Professional Association.
- NYSSCPA – CPA Member.

Stephanies Garcia

EXECUTIVE ASSISTANT

Proactive, senior administrative professional with a history of supporting C-level leaders in fast-paced nonprofit environments. Recognized and valued as a discreet and knowledgeable manager and partner, with the ability to juggle and prioritize needs while ensuring speedy responses to logistics and business concerns. Reputable for developing, implementing, and communicating policies and objectives, handling unforeseen issues, and serving as a liaison to clients, internal staff, and external contacts.

AREAS OF EXPERTISE

Calendar Management • Travel Planning • Meeting Coordination • Project Management • iOS • Expense Reporting via Concur • Vendor & Supply Management • Issue Resolution • Special Projects Technology Management • Staff Hiring & Training • MS Office • ADP Workforcenow • Typing (80 wpm)

PROFESSIONAL HISTORY

Rover Labs

2021-Present

DIRECTOR OF FIELD OPERATIONS

Manage Operations teams (Support, Supplies, Scheduling, etc.) and oversee municipal testing operations and accounts

- Planning and monitoring of day-to-day field operations with direct reports to CEO to evaluate strategic goals
- Formulate, devise, and implement operational policies to encourage workflow efficiency
- Direct and lead Monday.com administration, including developing new CRM workflows and maintaining system connections with vendors and LIS
- Establish and support relationships with fulfillment centers, supply/transportation operations personnel, and other key vendors
- Supervise new client onboarding and transitions

The Institute for Family Health (Mt. Sinai Hospital Network) – New York, NY

2015 to 2021

PROGRAM DIRECTOR FOR REGULATORY AFFAIRS AND HUMAN RESOURCES

Deliver firsthand support to senior leaders and decision makers while managing a variety of key functions including oversight/auditing of HRIS systems (adding/training new employees and tracking system use), review of monthly invoices for Human Resources department, and resolving patient complaints. Coordinate Board packages for meetings—gather/proofread information and assemble packages for distribution. Completed monthly quality assurance reports for the executive management team. Responded immediately to shifting priorities/deadlines while expertly handling all aspects of complex global travel arrangements (commercial and private airplanes), managing multiple calendars, and resolving scheduling conflicts.

- Following departure of CMO, transitioned from focused position to more comprehensive support role across company functions, including Provider Credentialing and Clinical Affairs. Challenged and regularly tapped by company CEO to assist with high-stakes projects and a variety of needs.
- Overhauled and vastly improved employee records management by researching, selecting, and driving implementation of Adobe Echosign system, which enables self-management by employees while ensuring adherence to policies and an organized electronic employee record.
- Played key role in communicating/clarifying expectations for employees by assisting with writing of Employee Handbook and assisting with the creation of multiple Union contracts.
- Contributed to cost-saving effort by working with HR Director to research alternative travel agencies. Prepared a detailed spreadsheet that identified savings from each company.

Thearcare Early Intervention – New York, NY

2014 to 2015

EXECUTIVE ASSISTANT TO CEO

Played pivotal role in fast-moving non-profit catering to families and children under the age of 3 years old. Provided assistance to CEO, Managing Director, and other senior leaders. Served as point of contact for Managing Director when traveling, assisted with the planning of annual company events, and ensured seamless onboarding of new employees.

- Responsible for facilitating the provision of collaborative, family-center, community-based services through the coordination and collaboration among providers of services for families with infants/toddlers with disabilities. Coordinated the services of physical, occupational, and speech therapies for families across the five boroughs.
- Conducted home visits in accordance with referral to Early Intervention (EI) program. Maintained extensive documentation to comply with state regulations and ensure successful billing requirements.
- Achieved savings for costly executive-requested supplies by personally contacting source to secure a lower price.

MELM – Bronx, New York

2012-2015

OFFICE MANAGER

Directed operations for international non-profit organization that catered to families that are victim to domestic abuse. Conducted on-site hiring and training of all administrative staff in the New York office and met with Directors to brainstorm strategies for improving productivity, and handled ordering of supplies, furniture, and marketing materials. Oversaw functionality of all systems (phones, computers, fax machines, copiers, etc.)

- **Co-authored (with 3 others) a new Policies and Procedures handbook for Office Administrators.**
- **Ensured adherence to internal customer service policies** by conducting regular employee audits in respect to documentation and providing monthly on site customer service training.
- **Earned fast promotion (after just 4 months with company) to highest administrative position** due to outstanding organizational, supervisory, and problem-solving skills.

EDUCATION & CREDENTIAL

Bachelors of Science with a concentration in Organizational Psychology, Columbia University- 2011 Google

Professional Technical Support Certificate – 2018

Microsoft Office Certification - 2016

MALIHA MOMTAJ

Cell: [REDACTED]

8+ Years Accounting experience | Financial Reporting / Analysis | Audit Procedures | Payroll | Multistate Taxation | Budget & Cash Flows | Project Management | Account Payable & Receivable | Procurement & Supply Chain | R&D Lab Operations | ERP Implementation

EXPERIENCE

Clarapath Inc.

New York, NY

Manager, Operations & Special Projects

July 2019-Present

- **Financial Management:** Assist in month end closing, analyzing budget vs actuals, cost analysis, oversee account payable & account receivable, collaborates with outside vendors to build effective relationships and collaborative team environments.
- Assist with external & internal annual audit and ERP implementation. Manage procurement process and supplier relations.
- **Project Management:** Coordinate internal resources and vendors for the flawless execution of multiple CRO & research projects, develop a detailed project plan to monitor and track progress, manage changes to the project scope, project schedule, and project costs using appropriate verification techniques, analyzes proposals and determines cost, benefits, risks, and liabilities perform risk management to minimize potential risks
- **Oversight:** Oversee clinical and CRO operations by ensuring appropriate staffing, training, ongoing education, and monitoring of day-to-day activities.
- Streamlines communications between team, pathologists, physicians, and clinical staff. Establish, implement, and monitor medical record protocols and procedures. Ensure office compliance with Federal/state/local regulations.

FX Compared US LLC

New York, NY

Consultant (Accounting & Finance)

September 2017-Present

- Prepare consolidated internal and external financial statements by gathering and analyzing information from the general ledger system
- Coordinate and manage month-end close and ensure accuracy of monthly financial statements
- Process & updates 401K & payroll by reviewing and approving changes in exemptions, insurance coverage, savings deductions. Handle all accounts receivable, including billing & cash applications
- Manage all account payables, calculate prepaid insurance, prepaid expenses and sales staff commissions, issue 1099. Handle all banking functions, monthly credit card and bank reconciliation
- Assist in preparation and coordination of the audit process, filing franchise taxes, implementing, and maintaining internal financial controls and procedures

Canrock Foundation Services

Brookville, NY

Staff Accountant

October 2014 – December 2016

- Assist with month-end close and ensure accuracy of monthly financial statements
- Review balance sheet, P&L & prepare general ledger entries by maintaining records and files, reconciling multiple accounts of portfolio companies
- Assist with preparing company cash flow analysis including but not limited to tracking cash flow activity and analyzing information for management.
- Handle all accounts receivable, including billing & cash applications. Manage all account payables, calculate prepaid insurance, prepaid expenses and sales staff commissions, issue 1099.
- Handle all banking functions, monthly credit card and bank reconciliation

Drive Medical

Port Washington, NY

Junior Accountant

December 2013 – October 2014

- Work closely with assistant controller in preparation of tax computations and returns, complying with federal, state, and local financial legal requirements, assist with payroll administration, account/bank reconciliations, assist in preparing budgets and forecasts
- Issue invoices, monthly statements to customers, process credit memos, enter invoices into customer invoicing websites, tracking, and resolving outstanding payment issue and generate weekly, maintain an accurate aging report
- Responsible for adjusting journal entries, maintaining financial records by analyzing balance sheets and reconciling general ledger accounts, assist in monthly closings and preparing monthly financial statements, run monthly inventory reports, review and process expense reports for USA & Canada
- Prepare analysis of accounts such as Health Insurance premium by month, payroll, MIT, prepaid expenses, depreciation expense, update and book lease fee entry, commission accrual, outstanding checks analysis

EDUCATION

St. John's University Bachelor of Science in Finance	New York 2015
Queens College Bachelor of Science in Biology	New York 2016
Touro College M.S. in Physician Assistant	New York 2019
Flatiron School Data Science	New York 2022

SKILLS

QuickBooks	Jira	Lab View
Oracle NetSuite	Confluence	LIMS
Navision	Redmine	Bill.com
SAP	Scrum	Stripe
Microsoft Office Suite	Arena	

Appendix C

REQUIRED FORMS & REGISTRATIONS

- OWNERSHIP DISCLOSURE
- DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING VENDOR
- STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
- WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
- DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
- CHAPTER 51 COMPLIANCE
- CHAPTER 271 FORM
- MACBRIDE PRINCIPLES
- SOURCE DISCLOSURE
- CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
- BUSINESS REGISTRATION CERTIFICATE
- NEW JERSEY CERTIFICATE OF EMPLOYEE INFORMATION REPORT
- EVIDENCE OF INSURANCE



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/.

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

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; 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).

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 

10/18/2022
Date

Mark Fasciano, Chief Executive Officer
Print Name and Title

Hashcore DLT Inc. d/b/a Rover Labs
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



Signature

Mar' Casciano, CEO

Print Name and Title

Hashcore DLT Inc. d/b/a Rover Labs

Print Name of Contractor

10/18/2022

Date