

## CONTRACT FOR PROFESSIONAL SERVICES

### SPECIMEN FORM OF CONTRACT

(Reference 2022 RFP-0000061)

AGREEMENT made this 29th day of March 2023, by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority or NJEDA"), having its address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, The Innova Group, having its address at 5255 East Williams Circle Suite 6000 Tucson, AZ 85711.

**The Authority and the Contractor agree as follows:**

1. **The Work.** The Contractor shall perform or shall provide the services as specifically detailed in the Contractor's Proposal, dated, January 11, 2023, the Task Order Request, and the Authority's Request for Proposal ("RFP"), dated November 29, 2022, which are attached hereto and made a part of this Contract.

2. **Time.** The Contractor shall render the services described in the Contractor's Proposal and RFP as required by the Authority and generally pursuant to the Fee Schedule included therein.

The initial term of this Contract is for a one (1) year term and may be extended for one (1) additional one (1) year extension periods, to be exercised at the sole discretion of the Authority, at the same prices, terms and conditions. Pricing shall remain firm throughout the term of the Contract and any extensions thereto.

Notwithstanding the expiration or termination of this agreement, the Authority reserves the right at its sole discretion to extend this agreement on a month-to-month basis beyond expiration or termination until all services required by the Contract are completed or a replacement Contract for University Hospital Study is entered into by the Authority and the replacement Contractor is prepared to engage in the Work. Pricing will be consistent with the pricing from the RFP Fee Schedule of the executed Contract agreement during any extension on a month-to-month basis, beyond expiration or termination.

3. **Contract Price.** The Authority shall pay the Contractor for the performance of the Work based on the Prices, as stated in the *Fee Schedule* set forth in the Contractor's Proposal. The Authority may require services in addition to those agreed to in the RFP and the Proposal. Compensation to the

Contractor for additional services shall be in accordance with the *Fee Schedule* (reference Section 3.5) as set forth in Contractor's Proposal; or if not specified in Contractor's Fee Schedule, then reasonable and customary amounts as negotiated by the Authority.

4. **Ownership and Use of Documents.** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and / or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) days' notice by the Authority. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and / or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the Contractor or subcontractor(s) hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

In the event the Contractor's proposal identifies bringing pre-existing intellectual property into a work-for-hire, the Background Intellectual Property ("Background IP") owned by the Contractor on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Contractor. This Contract, grants to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Contractor's Background IP delivered to the Authority for the purposes contemplated by the Contract and any extensions thereto.

5. **Manner of Payment.** As specified in the RFP and the Fee Schedule, the Contractor shall submit to the Authority an original invoice and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Contractor, following receipt of and approval of the documentation. No project multipliers shall be used in billings submitted under this

Contract, as set forth in the proposal. The Vendor must submit an invoice, as detailed in Section 5.17 of the RFP to the Authority.

6. **Indemnification.** The Contractor shall defend, indemnify, protect and hold harmless the State of New Jersey and the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any act, error, or omission on the part of the Contractor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Contractor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Contractor shall, at its own expense, satisfy and discharge the same.

The Contractor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Contractor or any Work performed by the Contractor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Contractor, its officers, agents, servants, employees and subcontractors. The Contractor shall be given a reasonable opportunity to correct any deficiency.

The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this Contract.

7. **Insurance.** The Contractor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Contractor shall obtain this coverage from A VII or better - rated companies as determined by A.M. Best Company. The types and minimum amounts of insurance required are as follows:

(a) **Commercial General Liability Insurance.**

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority and as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) **Workers' Compensation and Employers' Liability.**

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) **Professional Liability Insurance.**

The Contractor shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Contractor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority.

Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.

(d) **Cyber Security Insurance**

The Contractor shall carry Cyber Security Insurance in the amount of \$1,000,000 each claim which shall include coverage for breach of the Privacy Act or HIPAA regulations. This coverage will be either a part of or separate from the Professional Liability Insurance.

(e) **Automobile Liability Insurance**

The Contractor shall carry Commercial Automobile Liability insurance, at all times. The policy shall cover any owned, hired or non-owned automobiles/vehicles used by the insured or its staff with minimum limits for liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

The General Liability, Professional Liability and Cyber Security policies are to be written on a claims-made or occurrence basis. If coverage is written on a claims-made basis; the Contractor shall maintain continuous claims-made coverage for the life of the Contract and any extensions thereto and for



a period of two (2) years beyond the expiration of the Contract. If continuous claims-made coverage is not maintained, Tail Coverage shall be purchased to cover claims received up to two (2) years beyond the expiration of the Contract.

Limits indicated above may be provided through of combination of underlying and excess policies as needed.

ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. All policies and corresponding Certificates must show thirty (30) days' prior written notice of cancellation (10 days' notice for non-payment cancellation) to the Authority. If the insurance policies cannot be endorsed to provide notice of cancellation to third parties, then it is the responsibility of the Contractor to provide notice of cancellation to the Authority within forty-eight (48) hours of receipt of notification from their insurance company.

8. **Termination.** The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Contractor. In such event, absent a default on the part of the Contractor, the Contractor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination.

In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon thirty (30) days' advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9. **Confidential Information of the Authority.** In connection with performing the Work, the Contractor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and/or proprietary in nature ("Confidential Information"). The Contractor agrees that the use and handling of Confidential Information by the Contractor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors who have a need to know Confidential Information in connection with performance of the Work, the Contractor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Contractor shall be responsible to assure that its employees

and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Contractor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements.

Notwithstanding the foregoing, the term Confidential Information shall not include information which: (i) is already known to the Contractor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Contractor, its employees and subcontractors; or (iii) is required to be disclosed by law or by regulatory or judicial process. The Contractor, its employees and subcontractors may be required to execute a Non-Disclosure Confidentiality Agreement, as may be deemed be appropriate by the Authority, in its sole discretion.

Pursuant to *Section 6 Indemnification* of the Contract, the Contractor shall indemnify and hold the State of New Jersey and the Authority, its employees and members harmless for any breach of *Section 9* "Confidential Information of the Authority", by the Contractor, its employees or subcontractors.

10. **Debarment Liability.** The Contractor acknowledges that it shall be rendered liable to debarment in the public interest, pursuant to procedures established by Executive Order No. 34 (1976), and updated by Executive Order No. 189 (1988), and pursuant to N.J.A.C. 19:30-2, for violating any of the following provisions:

- a. No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13(b) and (e), with which such Contractor 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-13(i), of any such officer or employee, or any 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-13(g).
- b. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority Contractor

shall be reported in writing forthwith by the Contractor to the Attorney General of New Jersey and the Executive Commission on Ethical Standards.

- c. No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or other agreement, express or implied, or sell any interest in such Contractor to, any Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this subsection shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority 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 Contractor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No Contractor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the Contractor or any other person.

11. **Time for Completion and Damages.** The time for beginning and the time for completion of the Work are essential conditions of the Contract, and the Work embraced shall be commenced on the date of the "Notice to Proceed".

The Contractor shall proceed with the Work at such rate of progress to ensure full completion as set forth in the RFP and the Contractor's Proposal.

For reasons within the Contractor's control, if the Contractor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, then the Contractor will pay the Authority an amount sufficient to compensate the Authority for its damages incurred as a result of such failure to complete.

12. **Contractual Liability Act.** Notwithstanding any provision in this Contract or in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., to the contrary, the parties hereto agree that any and all claims made by the Contractor against the State of New Jersey and/or the Authority for damages, including, but not limited to costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act.

13. **Political Campaign Contributions.**

13.1 For the purpose of this Section 13, the following shall be defined as follows:

a) "Contribution" - means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" P.L. 1973, c. 83 (N.J.S.A. 10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

b) "Business Entity" - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

c) P.L. 2005, c. 51 – means Public Law 2005, chapter 51 (N.J.S.A. 19:44A-20.13 through N.J.S.A. 19:44A-20.25, inclusive).

13.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Contractor shall be a material term of this Agreement.

13.3 Contractor hereby certifies to the Authority that commencing on and after October 15, 2004, Contractor (and each of its principals, subsidiaries and political organizations included within the

definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a Contract agreement between Contractor and the Authority pursuant to P.L. 2005, c. 51. Contractor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.4 Contractor hereby covenants that Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Paragraph 13.4 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.5 In addition to any other event of default specified in the Contract Documents, the Authority shall have the right to declare an event of default under this Agreement if: (i) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits any Contribution on the condition or with the agreement that it will be

contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs 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 Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Contractor to the Authority in connection with this Agreement.

13.6 Contractor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Contractor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Contract Price is paid by the Authority, any Contribution is made by Contractor and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

**14. General Conditions.**

A. The Work shall be performed in a professional manner, in accordance with the standards generally expected or required within the profession and the Work shall also be performed in accordance with all applicable state, federal and local laws, rules, regulations and ordinances.

B. The Contractor shall provide such reports, certificates, and documents as the Authority may reasonably require.

C. The Contractor shall provide to the Authority, at Contractor's expense, copies of all drawings, plans, cost estimates, design analyses, reports, schedules, charts, graphs and/or other documents required for the Project.

D. If the Authority or Contractor observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with any of the Contract Documents, prompt written notice thereof shall be given by the party discovering the defect to the other.

E. The Authority shall furnish all information available to the Authority, and reasonably required for the performance of the Work and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Contractor's services and of the Work.

F. The Contractor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of the Treasury.

G. The Contractor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., which are expressly included within the terms of this Contract, refer to "Exhibit A" annexed hereto and made a part hereof.

The Contractor agrees that:

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 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.

H.

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

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

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

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

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

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

I. In accordance with the requirements of N.J.S.A. 52:32-17 et seq., N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority is required to develop a set-aside plan for Small Businesses and Disabled Veteran-Owned Businesses. The Contractor agrees that, if awarded a Contract based on this plan, it shall comply with all requirements of these provisions. If the Contractor fails to comply with the requirements of these provisions, the Authority may declare this Contract void.

J. Pursuant to N.J.S.A. 52:34-13.2, all Work and all subcontractor services performed in connection with or as part of the Work shall be performed within the United States.

K. Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into Contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

L. The Contractor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys, drawings and creative elements generated or produced in performance of this Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

M. The Authority and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Authority nor the Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other party.

N. Any notices required to be given under this Contract shall be mailed to:

New Jersey Economic Development Authority  
PO Box 990  
36 West State Street  
Trenton, New Jersey 08625-0990  
Attn: Tim Sullivan – Title CEO

AND

The Innova Group  
5255 East Williams Circle Suite 6000  
Tucson, AZ 85711  
Attn: Wendy Weitzner Title Partner

O. To the extent that there is any conflict between the terms and conditions of the Contractor's Proposal and the terms and conditions of the Contract and the Authority's RFP, the Contract and RFP shall control.

P. This Contract shall be construed under the laws of the State of New Jersey.

Q. The headings of the various paragraphs of this Contract are inserted for the convenience of reference only, and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof, and shall not affect the interpretation of this Contract or any of the provisions hereof.

R. This Contract shall be construed without any presumptions against the drafter and shall be considered as though it were drafted cooperatively by both parties.

S. In the event that any portion of this Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in this Contract, shall be in no way affected, prejudiced or disturbed thereby.

T. This Contract constitutes the entire Agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Contractor and an authorized representative of the Authority.

U. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering this Contract and they fully intend for the Authority and Contractor to be legally bound.


V. Pursuant to N.J.S.A. 54:49-19, and notwithstanding the provision of another 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 good 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 so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer partner or shareholder subsection of set-off under this Act. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

This Contract for University Hospital Study Consulting Services is entered into as of the day and year first written above.

ATTEST:

By:   
FRED COLE  
Senior VP Business Support / Legal &  
Administrative Affairs

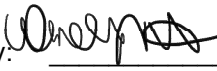
**NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY**

  
\_\_\_\_\_  
TIMOTHY SULLIVAN  
Chief Executive Officer

ATTEST:

Contractor **NAME**

By:   
E194D53BB17C432...  
NAME: Mike Cook  
Title: Partner

By:   
NAME: wendy weitzner  
Title: Partner

**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**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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.

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 (3) documents:

- *Letter of Federal Affirmative Action Plan Approval*
- *Certificate of Employee Information Report*
- *Information Report Form AA-302*(electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contractcompliance](http://www.state.nj.us/treasury/contractcompliance).)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, Contract Compliance Audit Unit (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 & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



<p><b>NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY</b></p> <p><b>RERFP-0000061</b></p> <p><b>University Hospital Study Consulting Services</b></p> <p><b>FEE SCHEDULE</b></p>																									
<p><b>INSTRUCTIONS TO PROPOSERS</b></p> <p>1. Proposers shall not alter this Fee Schedule and must provide pricing for all sections. Failure to submit pricing for all sections or altering the form will result in the Proposal being rejected as non-responsive.</p> <p>2. Proposers shall not indicate fees/charges other than those included on this Fee Schedule. If the Proposer intends to assess additional fees they should be addressed by submitting an inquiry during the Questions &amp; Answers period for this RFP.</p>																									
<p><b>Preparation of the Study</b></p>																									
<p>Indicate your firm's maximum Not-to Exceed Firm Fixed Price for the completion of the Scope of Work Included in Section 3.0 of the RFP. This shall include the total of the Provide all-inclusive Direct and Indirect costs</p>	<p><b>\$150,000</b></p>																								
<p><b>STANDARDIZED POSITIONS/TITLES</b>                  (all-inclusive hourly rates for all contract-specific personnel, standardized positions/titles only)                  Task/Service rates from the Contractor to be executed via the TOR process outlined in Section 3.5 of the RFP and the Additional Work Section 5.14 of the RFP</p>	<p><b>Hourly Rates</b></p>																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; text-align: center;">1</td><td style="width: 55%;">Project Manager</td><td style="width: 40%; text-align: right;">\$350</td></tr> <tr><td style="text-align: center;">2</td><td>Project Executive</td><td style="text-align: right;">\$400</td></tr> <tr><td style="text-align: center;">3</td><td>Senior Associate</td><td style="text-align: right;">\$275</td></tr> <tr><td style="text-align: center;">4</td><td>Junior Associate</td><td style="text-align: right;">\$200</td></tr> <tr><td style="text-align: center;">5</td><td>Senior Principal</td><td></td></tr> <tr><td style="text-align: center;">6</td><td>Principal</td><td></td></tr> <tr><td style="text-align: center;">7</td><td>Officer</td><td></td></tr> <tr><td style="text-align: center;">8</td><td>Partner</td><td></td></tr> </table>	1	Project Manager	\$350	2	Project Executive	\$400	3	Senior Associate	\$275	4	Junior Associate	\$200	5	Senior Principal		6	Principal		7	Officer		8	Partner		
1	Project Manager	\$350																							
2	Project Executive	\$400																							
3	Senior Associate	\$275																							
4	Junior Associate	\$200																							
5	Senior Principal																								
6	Principal																								
7	Officer																								
8	Partner																								
<p><b>Proposer Information:</b></p>																									
<p>Proposing Entity's Legal Name:</p>	<p>The Innova Group</p>																								
<p>Contact Person Name:</p>	<p>Wendy Weitzner</p>																								
<p>Contact Person Phone #:</p>	<p>██████████</p>																								
<p>Contact Person Email:</p>	<p>██</p>																								
<p>Authorized Representative Name and Title (Please Print)</p>	<p>Wendy Weitzner, Partner</p>																								
<p>Signature</p>																									





# Request for Proposal University Hospital Study # RERFP-0000061

## FOR: Consulting Services

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">Section 1.3.1</a> of this RFP for more information.)	DECEMBER 13, 2022	1:00 PM ET
<b>Proposal Submission Date</b> (Refer to <a href="#">Section 1.3.6</a> of this RFP for more information.)	JANUARY 04, 2023	1:00 PM ET

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the New Jersey Economic Development Authority's website.

Designation	Status	Category
Small Business Set-Aside	Not Applicable <input checked="" type="checkbox"/>	Not Applicable <input checked="" type="checkbox"/>
	Entire Contract <input type="checkbox"/>	I <input type="checkbox"/>
	Partial Contract <input type="checkbox"/>	II <input type="checkbox"/>
	Subcontracting Only <input type="checkbox"/>	III <input type="checkbox"/>
Disabled Veteran-Owned Business Set-Aside	Not Applicable <input checked="" type="checkbox"/>	
	Entire Contract <input type="checkbox"/>	
	Partial Contract <input type="checkbox"/>	
	Subcontracting Only <input type="checkbox"/>	

### RFP Issued By:

New Jersey Economic Development Authority  
Procurement/Real Estate Development  
36 West State Street, PO Box 990  
Trenton, NJ 08625-0990  
Main Reception Desk–Telephone: 609-858-6700

Date: 11/29/2022

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## EXHIBITS

- Exhibit A – Authority’s Contract for Professional Services
- Exhibit B1 – Task Order Request (TOR)
- Exhibit B2 – Task Order Request (TOR) Conflict of Interest Certification Statement (COI)
- Exhibit B3 – Task Order Request (TOR) Vendor Response Form
- Exhibit C – EO 166 Public Posting Notice
- Exhibit D – Federal provisions from 2 CFR Part 200

### **1.0 INFORMATION FOR PROPOSERS**

This Request for Proposals (RFP) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit Proposals for a study regarding new health care facilities (“Facilities”) at University Hospital (“UH”) located in Newark, Essex County, New Jersey, which shall include consideration of how new facilities at UH would complement existing health care services and facilities in the Region.

UH is a body corporate and politic and an instrumentality of the State of New Jersey. It is the principal teaching hospital for Rutgers New Jersey Medical School and Dental School and all other Newark-based medical education.

Pursuant to the requirements of the State of New Jersey’s Fiscal Year 2023 Budget, the study shall be submitted to the Governor, the Legislature, and the University Hospital Board of Directors upon completion. The study must be completed within 60 days of execution of the contract.

### **1.1 PURPOSE AND INTENT**

The 2023 Fiscal Year budget provided funds to EDA to “study and plan for new health care facilities at the [UH] site to meet community health care needs in the City of Newark. The study shall take into consideration how new facilities would complement existing health care services and facilities in the Region.” The purpose of this RFP is to solicit Proposers to prepare the study.

The study should include:

- An assessment of the health care services in the Region
- An inventory of hospitals and currently available hospital services in the Region
- An assessment of current and projected future patient population in the Region, and how patients are currently meeting and will meet their hospital service needs in the Region
- An assessment of the current and projected future hospital services in the Region and how these services are currently meeting and will meet patients’ needs within the Region
- An assessment of plans of hospitals within the Region to expand services and/or facilities to meet the community needs, which shall include a review of the UH facility plan and how the plan addresses the community needs in light of other expansion in the Region. Please note, the UH facility plan is currently being completed and will be provided to the Contractor once completed.
- Recommendations that would meaningfully address any duplication or excess capacity, or insufficiency of necessary health care services identified in the study

The successful Proposer shall also propose innovative solutions to meet the Region’s needs, including specifically the solutions that should be considered as part of broader UH facility plan.

The study will be used by stakeholders, including State and local officials and the public at large, to implement innovative solutions that enhance needed access to hospital services and acknowledge the changing landscape of the delivery of health care.

The intent of this RFP is to award a contract that prepares and delivers this study within sixty (60) days from the execution of the contract.

In accordance with applicable law, the Authority reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Authority, price and other factors considered.

The Authority's Contract for Professional Services (please refer to Exhibit A) is in addition to the Terms and Conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

Pursuant to P.L. 2022, c. 3, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealing with businesses associated with Belarus or Russia, a Proposer must certify prior to executing a newly awarded contract it is in compliance with the requirements of P.L. 2022, c. 3. This is satisfied by submitting the form referenced in this RFP Section 4.2.3.17. For additional information, please reference: [https://www.njleg.state.nj.us/Bills/2022/A3500/3090\\_11.HTM](https://www.njleg.state.nj.us/Bills/2022/A3500/3090_11.HTM)

Notwithstanding the provisions of any law or regulation to the contrary, \$50,000,000 from funding allocated to the State from the federal "Coronavirus State Fiscal Recovery Fund" established pursuant to the federal "American Rescue Plan Act of 2021," Pub. L. 117-2 is appropriated to the New Jersey Economic Development Authority to study and plan for new health care facilities at the University Hospital site to meet community health care needs in the City of Newark and to fund site development and capital construction. Award of the Contract shall be subject to availability of Coronavirus State Fiscal Recovery funds and receipt of all necessary approvals, including, but not limited to, a determination by the Executive Director of the Governor's Disaster Recovery Office that the proposed use of the funds is an eligible purpose under the American Rescue Plan Act of 2021, the EDA entering into a Memorandum of Understanding (MOU) with the Department of Community Affairs, Division of Disaster Recovery & Mitigation, and the EDA entering into an MOU with University Hospital.

## **1.2 BACKGROUND**

The New Jersey Economic Development Authority serves as the State's principal agency for driving economic growth. The Authority is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents and provide pathways to a stronger and fairer economy. Through partnerships with a diverse range of stakeholders, the Authority creates and implements initiatives to enhance the economic vitality and quality of life in the State and strengthen New Jersey's long-term economic competitiveness.

Since its inception in 1974, the Authority has provided billions of dollars in assistance to numerous projects within the State. These projects have created almost a half million jobs. In 2020, the Authority provided over \$628 million dollars in assistance to 42,708 projects and created more than 600 new full-time jobs.

## **1.3 KEY EVENTS**

### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Authority will electronically accept written questions and inquiries from all potential Proposers via the web at [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com) by the date and time shown on Page 1 of this RFP. Phone calls and/or faxes shall not be accepted.

The subject line of the e-mail should state: {QUESTIONS-RERFP-0000061– UH Consulting Services}

- A. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP and should begin by referencing the RFP page number and section number to which it relates;
- B. A Proposer must not contact the Authority’s requesting department or any other staff/board member directly, in person, by telephone or by e-mail concerning this RFP **prior to the final award**. Any contact made outside of emailing inquiries via [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com) will result in disqualification of the Proposer’s Proposal;
- C. All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority’s website, <https://www.njeda.com/bidding/> as a separate file attachment, or incorporated into a revised, posted RFP, after the posted cut-off date for electronic questions and inquiries indicated on the RFP cover sheet; and

Any Amendment to this RFP will become part of this solicitation and part of any Contract awarded as a result of this RFP.

### **1.3.1.1 EXCEPTIONS TO THE AUTHORITY’S CONTRACT FOR PROFESSIONAL SERVICES**

Questions regarding the Authority’s Contract for Professional Services, please refer to Exhibit A, and exceptions or modifications to its mandatory requirements **must be requested by the Proposer during this Electronic Question and Answer Period** and should contain the Proposer’s suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen form of the Contract and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer’s Proposal.

### **1.3.2 PRE-PROPOSAL CONFERENCE**

Not Applicable to this procurement.

### **1.3.3 SITE VISIT**

Not Applicable to this procurement.

### **1.3.4 PROJECTED MILESTONE DATES**

The following dates are provided to Interested Proposers for planning purposes only. These are estimated timeline dates and do not represent a firm date commitment by which the Authority will take action:

Q&A Period Ends:	Tuesday, December 13, 2022 @ 1:00p.m. ET}
If required, Addendum:	Tuesday, December 20, 2022 @ 1:00p.m. ET}
Proposals Due:	Wednesday, January 04, 2023, on or about 1:00p.m.ET

Estimated Recommendation

for Award:

Estimated Contract

Execution: On or about March 17, 2023

### **1.3.5 TIMELY SUBMISSION OF PROPOSALS**

In order to be considered for award, the Proposal must be received by the Authority at the appropriate location by the required time. Proposals not received prior to the Proposal opening deadline, as indicated on the RFP cover sheet, shall be rejected. If the Proposal opening deadline has been revised, the new RFP opening deadline will be shown on a posted RFP Amendment.

### **1.3.6 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY**

In order to be evaluated and considered for award, the Proposal must be received by the Authority at the appropriate location and by the required time indicated on the cover sheet, either electronically or hard copy.

#### **1.3.6.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)**

Proposers should submit a complete, ELECTRONIC Proposal, in “read only” PDF file format using Adobe Acrobat Reader software that must be viewable by Authority evaluators.

The subject line of the RFP submission and any attachments are all to be clearly labeled.

EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format:

“(Proposer’s Company Name) - Bid Submission-RERFP-0000061 UH Consulting Services, and the (file/document title)”

All RFP electronic Proposal documents must be uploaded to the Authority’s ShareFile system via:

<https://njeda.sharefile.com/r-rd580e4c7e01a4ff686867e2b41e9cd51>

**It is highly recommended that you initiate the upload of your Proposal/submission a minimum of four (4) hours prior to the Proposal Submission due date/time on the front cover** to allow some time to identify and troubleshoot any issues that may arise when using the Sharefile application. Technical inquiries may be directed to [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com).

**NOTE: Any bids received after the date and time specified shall not be considered.** All Proposal submissions, once opened, become the property of the Authority and cannot be returned to the Proposer. If a Proposer uploads multiple documents, the NJEDA will only consider the last version of the document uploaded, provided it is uploaded by the stated deadline.

#### **1.3.6.2 ELECTRONIC SIGNATURE**

Pursuant to written policy, the Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Proposers submitting Proposals electronically, as signatory to the documents, may sign the forms listed in Section 4.2.3 (Section D - Requested Compliance Documentation Pre & Post Proposal Submission) of this Bid Solicitation, electronically, and agree to be bound by the electronic signatures. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the “Insert” ribbon at the top of the screen, then within the “Text” section go to the “Signature Line” and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via



e-mail or other electronic transfer or; (2) Within Adobe Acrobat DC, go to the “Fill & Sign” “Stamps-Dynamics” or “Certificates” within the “Tools” ribbon and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer; or (3) Digital signatures from Adobe Acrobat DC or produced via similar signature authenticating program (i.e., DocuSign or similar software), which creates a security procedure/record attributable to the person signing.

By submitting an electronic signature, the Proposer is agreeing to be bound by the electronic signature.

Scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

This practice applies only to Proposals submitted electronically and the forms listed above. Both electronic signatures and scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

### **1.3.6.3 HARD COPY PROPOSAL SUBMISSION**

If submitting a hard copy Proposal, a sealed Proposal must be delivered by the required date and time indicated on the cover sheet, in order to be considered for award to the following:

JULIE MCGOWAN  
SENIOR PROCUREMENT OFFICER  
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
36 WEST STATE STREET  
PO BOX 990  
TRENTON NEW JERSEY 08625-0990

The exterior of all Proposal packages is to be clearly labeled with the Proposal title, bid opening date and time, and the Proposer’s Name and Address:

RERFP-0000061-UH Consulting Services  
Wednesday, January 04, 2023, no later than 1:00 p.m. E.T

Submit one (1) ink signed, original hard copy Proposal with all the required documentation and signatures in ink, and one (1) copy marked “COPY”.

Proposals submitted by facsimile will not be considered.

**ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED, WILL BE AUTOMATICALLY REJECTED. THE AUTHORITY WILL NOT BE RESPONSIBLE FOR LATE POSTAL OR DELIVERY SERVICE. THE POSTMARK DATE WILL NOT BE CONSIDERED IN HONORING THE BID DATE RECEIPT AND TIME.**

The Authority shall not be responsible for any delivery/postal service’s failure to deliver in a timely manner. A Proposer using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of Proposals since the U.S. Postal Service does not deliver directly to the Authority.

Directions to the Authority’s Trenton location can be found at the following web address: <https://www.njeda.com/about/> at the bottom of the screen under the “Locations” section of the website.

Any Proposal received after the date and time specified shall not be considered, whether submitted electronically or in hard copy.

Proposers submitting Proposals in hard copy format must provide forms with original, physical signatures; otherwise the Proposal may be deemed non-responsive per Hard Copy Proposal Submission, Section 1.3.6.3.

#### **1.4 ADDITIONAL INFORMATION**

##### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

ALL RFP ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE PROPOSER MUST LOCATE THIS PROPOSAL NUMBER AT <https://www.njeda.com/bidding/> - "Business Support Administrative Goods and Services - Bidding Opportunities".

There are no designated dates for release of Addenda. Therefore all interested Proposers should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the Proposal submission opening.

**It is the sole responsibility of the Proposer to be knowledgeable of all Addenda related to this procurement.**

##### **1.4.2 PROPOSER RESPONSIBILITY**

The Proposer assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Proposer's failure to be knowledgeable as to all requirements of this RFP Solicitation.

##### **1.4.3 COST LIABILITY**

The Authority assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a Proposal in response to this RFP Solicitation.

##### **1.4.4 CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT**

The Authority, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1.1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the common law right to know. Subsequent to the Proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Proposer. When the RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Proposal, a Proposer may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Proposal of any such designation should be clearly stated in a cover letter.

A Proposer shall not designate any price lists and/or catalogs submitted as exempt from public disclosure.

Any proprietary and/or confidential information in the Proposer's Proposal will be redacted by the Authority. A Proposer may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith legal

and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential, and will advise the Proposer accordingly. **The Authority will not honor any attempt by a Proposer to designate its entire Proposal as proprietary, confidential and/or to claim copyright protection for its entire Proposal.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Proposer's assertion of confidentiality with which the Authority does not concur, the Proposer shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Proposer. The Authority assumes no such responsibility or liability.

#### **1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT**

On the date and time Proposals are due under the RFP, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposals shall remain proprietary and/or confidential, pursuant to Negotiation and Best and Final Offer (BAFO) Section 6.8, until the Conditional/Notice of Intent to Award is issued.

NOTE: All Proposal submissions, once publicly opened, become the property of the Authority and cannot be returned to the Proposer.

#### **1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING**

A Proposer(s) may withdraw its Proposal as described below:

A Proposer(s) may request that its Proposal be withdrawn prior to the Proposal submission opening. Such request must be made, in writing, via e-mail to the Procurement Department at email: [EDAProcurementQA@njeda.com](mailto:EDAProcurementQA@njeda.com), with a reference to company name, RFP number, RFP Title, a Proposal identifier if one was applied, Proposal submission date, and method of Proposal submission (i.e., electronic version or hard copy delivery). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

In the event the Proposer withdraws its bid Proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

If the withdrawal request is granted, the Proposer(s) may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal submission and at the place specified.

If, after the Proposal submission opening but before contract award, a Proposer(s) discovers an error in its Proposal, the Proposer(s) may make a written request to the Procurement Department for authorization to withdraw its Proposal from consideration for award. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Proposer's exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting the withdrawal of the Proposal. After the Proposal submission opening, while pursuant to the provisions of this section, the Proposer may request to withdraw the Proposal and the Authority may, in its sole discretion allow the Proposer to withdraw it, the Authority also may take notice of repeated or unusual requests to withdraw by a Proposer(s) and take those prior requests to withdraw into consideration when evaluating the Proposer(s) future bids or Proposals.

If during a Proposal evaluation process an obvious pricing error made by a potential contract awardee is found, the Authority shall issue written notice to the Proposer(s). The Proposer(s) will

have five (5) days after receipt of the notice to confirm its pricing. If the Proposer fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Proposer's intention is not readily discernible from other parts of the Proposal, the Procurement Department may seek clarification from the Proposer(s) to ascertain the true intent of the Proposal.

#### **1.4.7 JOINT VENTURE**

The Authority will **NOT** consider Proposals submitted by joint ventures, in the performance of the Work for this RFP.

Proposers shall note that any and all reference to "joint venture(s)", "joint venture partner(s)"/"joint venture partnership(s)" in any documents included as a part of the RFP specifications, exhibits or attachments shall be read as though the words are stricken and removed.

#### **1.4.8 SUBCONTRACTORS/SUBCONSULTANTS**

For purposes of this RFP, the Authority will consider Proposals submitted which may employ the use of Subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting contract.

See Proposer's Checklist – Subcontractor Utilization Form, complete and submit, if applicable.

The Contractor shall be fully responsible to the Authority for the acts and omissions of its Subcontractors and/or subconsultants, and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contracts Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Authority may exercise over the Contractor under any provision of the Contract Documents.

Proposers should note that the Contractor retains the sole and absolute responsibility for the management and supervision of all Subcontractors to a high quality of service. Such Subcontractors must possess a valid "Business Registration Certificate", as further detailed in "Section 4.2.4.5 Compliance – Business Registration Certificate" of this RFP. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors.

Nothing contained in this RFP and subsequent Contract shall create any contractual relation between any Subcontractor and the Authority.

#### **1.4.9 CONFLICT OF INTEREST**

Proposer must indicate and detail any Conflict of Interest that exists with either their personnel or any Subcontracting personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority's account, regarding these requisite services.

If such a Conflict of Interest exists with any vendor personnel or any Subcontracting personnel being utilized for these services, the Proposer must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

In accordance with applicable law, the Authority's staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Authority or to request clarifications of any portion of the proposal received. Further, the Authority's staff reserves the right, at its sole discretion, to waive minor elements of noncompliance of any entity's Proposal, with regard to the requirements outlined in this RFQ/P.

Prior to proposal opening, the Authority retains the discretion to modify, expand, or delete any portion of this RFP. The Authority further retains the discretion to terminate this RFP process at any time.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as a result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by the Authority.

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

**Amendment** – An alteration or modification of the terms of a contract between the Authority and the Contractor(s). An amendment is not effective until approved in writing by the Authority.

**Authority** – The New Jersey Economic Development Authority.

**Best and Final Offer or BAFO** – Pricing submitted by a Proposer upon invitation by the Authority after Proposal opening, with or without prior discussion or negotiation.

**Bid or Proposal** – Proposer's timely response to the RFP including, but not limited to, the technical Proposal, fully completed Fee Schedule, and any licenses, forms, certifications, or other documentation required by the RFP.

**Bidder** – An individual or business entity submitting a Proposal in response to this RFP.

**Board of Directors** – Responsible for the management of all New Jersey Economic Development Authority operations.

**Business Day** – Any weekday, excluding Saturdays, Sundays, Authority legal holidays, and State-mandated closings unless otherwise indicated.

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

**Contract** – The Contract for Professional Services – Exhibit A, this RFP, any addendum to this RFP, and the Bidder's Proposal submitted in response to this RFP, as accepted by the Authority.

**Contractor** – The Bidder/Proposer awarded a contract resulting from this RFP.

**Chief Executive Officer (CEO)** – The Individual, or his/her designee, who has authority as the Chief Contracting Officer for the New Jersey Economic Development Authority.

**Designated Contract Manager** – Individual responsible for the overall management and administration of the contract and Contractor relationship.

**Director** – The Director of Procurement, New Jersey Economic Development Authority.

**Disabled Veterans' Business** – means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

**Disabled Veterans' Business Set-Aside Contract** – means a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

**Evaluation Committee** – A committee established, or Authority staff member assigned by the requesting department, to review and evaluate Proposals submitted in response to this RFP and to recommend a contract award to the CEO and/or the Board of Directors.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the Authority unless there is a change in the scope of work.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

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

**Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Proposal as non-responsive

**No Charge** – The Proposer will supply an item on a price line free of charge.

**Procurement or Procurement Department**– The Department of the New Jersey Economic Development Authority responsible for the tasks and activities associated with procurement.

**Proposer** - An individual or business entity submitting a Proposal in response to this RFP.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This series of documents, which establish the bidding and Contract requirements and solicits Proposals to meet the needs of the Authority, as identified herein, and includes the Request for Proposal, Sample Contract, fee/price schedule, attachments and addenda.

**Retainage** – The amount withheld from the Contractor's payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

**Revision** – A response to a BAFO request or a requested clarification of the Proposal.

**Shall** – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Proposal as non-responsive.

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

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services – (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 1221.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201 (Category VI).

**Small Business Set-Aside Contract** – means (1) a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-19.

**State** – The State of New Jersey.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Subcontractor/Subconsultant** – An entity having an arrangement with an Authority Contractor, where by the Authority Contractor uses the products and/or services of that entity to fulfill some of its obligations under its Authority contract, while retaining full responsibility for the performance of all of its (the Contractor's) obligations under the contract, including payment to the Subcontractor/Subconsultant. The Subcontractor/Subconsultant has no legal relationship with the Authority, only with the Contractor.

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

**TOR (Task Order Request)** – A Task Order is issued for the performance of tasks/services. In TOR-based solicitations, a TOR is a description of the individual task/service for which proposals and quotes will be solicited.

**Transaction** - The payment or remuneration to the Contractor for services rendered or products provided to the Authority pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

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

**Vendor** - An individual or business entity submitting a Proposal in response to this RFP.

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

### **2.1.1 CONTRACT-SPECIFIC DEFINITIONS**



**Region:** The “Planning Area” within Section 2 of Final Report for: Greater Newark Healthcare Services Evaluation dated March 2, 2015, prepared by Navigant Consulting, Inc. for the New Jersey Health Care Facilities Financing Authority. Links to the reports are provided below:

Report: <https://www.nj.gov/njhcffa/what/pdfs/NJHCFFA%20Final%20Report.pdf>

Appendices: <https://www.nj.gov/njhcffa/what/pdfs/Appendix%20for%20Final%20Report.pdf>  
(Page 13 for UH service area)

**Service Line:** Clinical services offered at hospitals, e.g. Oncology, cardiology, hepatology.

### **3.0 SCOPE OF WORK – REQUIREMENTS OF THE VENDOR {CONTRACTOR}**

#### **3.1 STUDY CONTENTS**

The Contractor shall include the following health care services, patient services, and hospital services in the Region in the study:”:

A. For health care services in the Region:

1. Assess the current inventory of health care services, including but not limited to, inpatient, emergency department, outpatient clinics, and community services in the Region; and
2. Analyze the current inventory of health services for any duplication or excess capacity or lack or insufficiency of necessary health care services identified.

B. For patients in the Region:

1. Perform a full analysis and prepare a study of the analysis’ findings, which shall include an executive summary of the current demographic of patients;
2. Assess the origin of the patients seeking care at each acute care facility within the Region;
3. For the next five (5) years, project future patient population growth ;
4. By service line, assess how the current needs of hospital patients are being met;
5. By service line, assess how the projected future population growth of hospital patients will be met;
6. Assess where patients in the Region are going for hospital services, which shall include:
  - a) to what extent hospital patients are seeking health care services elsewhere (i.e., outside the Region) and, if so, why (i.e., what hospital services are they seeking elsewhere)
  - b) whether the Region’s population is forgoing needed hospital services due to specific social determinants (e.g., socio-economic causes, lack of ability to travel, etc.); and
7. Provide recommendations that will help attract patients to hospitals in the Region.

C. For hospital services in the Region:

1. Assess what hospital services are currently and projected to be needed within the next 5 years by the Region’s patient population;
2. Assess whether hospital services are being adequately met by the facilities in the Region, and if not, what services and facilities are needed to adequately meet the need of the Region’s population;
3. By service line, assess the adequacy of existing hospital services and the adequacy of the facilities to meet the current and future needs of patients as noted in B above. If

the existing services and facilities are not adequately meeting the current needs, provide a summary of the services and facilities which are required to adequately meet the need of the Region's patient population;

4. By service line, review and assess the future expansion/service plans of existing hospitals and how these plans will align with the future projected needs of patients as noted in B above;
5. Analyze hospital services for any duplication or excess capacity, or lack or insufficiency of necessary health care services identified;
6. Identify any unique or sensitive services provided by the hospitals in the Region and explain, based on the Region's demographic, why those services are unique or sensitive and why there are no alternatives; and
7. To the extent publicly available or made available to the Contractor when gathering information for the study, take into account the future growth plans for hospitals in the Region, identify new health care services not currently offered in the Region that could address unmet needs in the community while rationalizing the delivery of care, including non-acute health care services.

D. Regarding the UH facility plan, the Contractor shall:

1. Review and assess the UH facility plan and assess whether the plan will address the current and future needs of patients in the Region, taking into account the existing facilities and planned future growth of the facilities in the Region.
2. Make recommendations that could meaningfully address any duplication or excess capacity or lack or insufficiency of necessary health care services identified. These recommendations could include, but not be limited to the following:
  - a) proposals for expansion, consolidation, merger, or closure of services at UH; and
  - b) identification of new health care services not currently offered in the Region that could address unmet needs in the community while rationalizing the delivery of care in the Region, including non-acute health care services, taking into account the physical plants of the Region hospitals.

E. Regarding the study's recommendations the Contractor shall:

1. Outline steps for implementing the study's recommendations, including the steps that should be taken to maximize the benefit of any planned construction at the UH campus;
2. Assess the financial impact of the study's recommendations, including the adequacy of revenues and the effect on third party reimbursement, potential cost savings and the need for capital expenditures; and
3. Explain how the study's recommendations would improve population health in the Region.

The Authority will facilitate information gathering in order for the Contractor to conduct its work, including coordination with any other state entities as required, including the New Jersey Health Care Facilities Financing Authority, among others.

Audited financial statements for the hospitals in the Region (as listed below in 3.2) for the years through 2021 are available on the New Jersey Department of Health website. A Community Health Needs Assessment is currently being completed jointly, by University Hospital and the City of Newark. Once completed, this will be provided to the Contractor. UH audited quarterly financial statements and utilization data through June 30, 2022 are available as well.

### **3.2 FACILITIES TO BE INCLUDED IN THE STUDY**

The Contractor shall include the following facilities in the study:

1. Clara Maass Medical Center;
2. CareWell/East Orange General Hospital;
3. Newark Beth Israel Medical Center;
4. St. Michael's Medical Center;
5. University Hospital;
6. Jewish Renaissance Medical Center,
7. Newark Community Health Center;
8. Newark Homeless Health Care; and
9. Other facilities similar to those listed above.

### **3.3 MEETINGS**

While preparing the study, the Contractor shall meet with the EDA and UH at least twice a month to provide regular updates, request additional information, and/or to address newly discovered issues while performing data gathering and research for the study.

### **3.4 STUDY DUE DATE**

The Contractor shall prepare a written study of its research and analysis, which EDA shall provide to the Governor, the Legislature, and the UH Board of Directors, within 60 days from execution of the Contract.

### **3.5 TASK ORDER REQUEST (TOR)**

During the term of the contract, the Authority may issue a Task Order Request (TOR), Exhibit B1 to the Contractor for additional services related to the initial study. These services can include but not be limited to: 1. Updating the study to address questions/comments from the Governor's Office, Legislature or UH board; 2. more specific research into any service line; 3. Updating the study to consider revisions to the UH facility plan. The Contractor will be required to respond to each TOR describing its strategy in completing the services required as follows:

- A. The TOR, Exhibit B1, will specify any required deadlines. The TOR will state on a project-by-project basis, the deadline / due date for completion requirements for the the additional services requested in the TOR, based on the Authority's business needs and the established timelines of the overall project. Timelines shall be developed with the Contractor and approved by the Authority's Designated Contract Manager.
- B. The TOR will state to whom at the Authority the TOR response should be addressed.
- C. The Contractor must review the TOR to determine that no conflict of interest exists for the services, then return a signed TOR – Conflict of Interest Certification Statement, Exhibit B2, to the Authority's Designated Contract Manager within three (3) business days.
- D. If no conflict exists, the Contractor must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority's Designated Contract Manager within five (5) business days.

The TOR Vendor Response Form, Exhibit B3, shall include a cost estimate in accordance with the Contractor's submitted Fee Schedule. The Authority will then either accept the firm's TOR proposal, or respond to further negotiate the cost, scope of services, and time needed to complete the task/project.

- E. Any adjustments to hours or positions/titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority's Designated Contract Manager, at his/her sole discretion.
- F. It is further understood that the Authority is under no obligation to solicit responses to the TORs and/or retain the Contractor for any TOR-based Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto.
- G. No work may begin until the Authority issues a written notice to proceed to the Contractor.

It is the UH Hospital Study Contractor's responsibility, based on its industry knowledge and expertise, to accurately assess the costs associated with managing and providing the requisite services. Conversely, if the UH Hospital Study Contractor finds that the services can be completed satisfactorily, at a lower cost than originally assessed, the UH Hospital Study Contractor is bound to pass that cost reduction through to the Authority. Any adjustments to hours or positions / titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority's Designated Contract Manager, at his / her sole discretion.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER**

Failure to submit information as indicated below may result in your Proposal being deemed non-responsive.

### **4.1 GENERAL**

Proposals that conflict with those terms and conditions contained in this RFP or the Authority's Contract for Professional Services, Exhibit A, as may be amended by addenda, or that diminish the Authority's rights under any contract resulting from the RFP will result in the entire Proposal being rejected. The Authority is not responsible for identifying conflicting terms and conditions before issuing a contract award. In the event that prior to the notice of intent to award, the Authority notifies the Proposer of any such term or condition and the conflict it poses, the Authority may require the Proposer to either withdraw the conflicting term or withdraw its Proposal.

After award of contract:

- A. if a conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the Authority's Contract for Professional Services, Exhibit A and/or the Authority's RFP will prevail; and
- B. if the result of the application of a supplemental term or condition included in the Proposal would diminish the Authority's rights, the resulting contract shall be invalidated.

The Proposer is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signatory Page, in preparing and submitting its Proposal.

Use of URLs in a Proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP.

#### **4.1.1 NON-COLLUSION**

By submitting a Proposal and signing the Signatory Page, the Proposer certifies as follows:

- A. The price(s) and amount of its Proposal have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Proposer or potential Proposer;
- B. Neither the price(s) nor the amount of its Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other entity or person who is a Proposer or potential Proposer, and they will not be disclosed before the Proposal submission;
- C. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal;
- D. The Proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal; and
- E. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been

convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

**The forms discussed herein for Real Estate Procurement Opportunities and required for submission of a Proposal in response to this RFP are available on the Authority's website at <https://www.njeda.com/bidding/> see RFP Proposer Checklist – RERFP-000061 UH Consulting Services, unless noted otherwise.**

## **4.2 PROPOSAL CONTENT AND SUBMISSION ORDER**

Submit a Proposal in three (3) volumes (i.e., upload separate electronic volumes; or, if submitting in hard-copy, submit in separate folders or binders). One volume must contain the **mandatory** compliance documentation. One volume must contain only the **mandatory** Fee Schedule. The additional volume must contain, at a minimum, the additional **mandatory** portions of the Proposal. If the Proposal is extra large in size, submitting multiple additional volumes for the Technical Proposal is permissible.

**If a Proposal does not conform to the requirements and fails to provide all mandatory submissions by the date and time of bid opening, the Proposal will be rejected as being non-responsive for non-compliance of mandatory requirements.**

### **Technical Proposal Volume**

Technical Proposal. Please reference Section 4.2.1 in this RFP. Do not include pricing in this Volume.

### **Pricing Volume**

Fee Schedule. Please reference Section 4.2.2 in this RFP.

### **Compliance Volume**

Please reference all Subsections in Section 4.2.3 in this RFP and also reference the Proposer's Checklist attachment accompanying this RFP for items that are **mandatory submissions** and those that are required **prior to** Contract Award.

#### **4.2.1 TECHNICAL PROPOSAL, ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL)**

In this section, the Proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. The Proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section 3.0. The Proposer must include information relating to its organization, personnel, and experience evidencing the Proposer's qualifications and capabilities to perform the services required by this RFP.

The Technical Proposal, unless otherwise noted, must , at a minimum, contain the information below and be submitted in the following order:

- I. Cover Letter (Optional);
- II. Management Overview and Technical Approach to Achieve the Scope of Work;
- III. Organization Chart, if applicable and not a sole proprietor;
- IV. Key Team Member List, if applicable and not a sole proprietor;
- V. Resumes of Key Team Members (Optional);
- VI. References of Key Team Members (Optional); and

VII. Description and Documentation of Proposer's Prior Experience and Qualifications.

The Proposer should include the level of detail it determines necessary to assist the evaluation committee in its review of Bidder's Proposal.

**I. Cover Letter (Optional)**

All Proposers should submit a cover letter, which includes the full company name and address of the entity performing the services described in this RFP, and the name, e-mail address and telephone number for the individual who will be the primary contact person for the responding Proposer for this engagement. Also indicate the state of incorporation, whether the Proposer is operating as an individual proprietorship, partnership, or corporation, including the identification of any and all Subcontractors/Sub-consultants.

**II. Management Overview and Technical Approach to Achieve the Scope of Work**

- A. The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format, in order to convince the Authority that the Proposer understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the Proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved;
- B. The Proposer shall provide a discussion/rationale for why the Proposer's approach(s) will best meet the needs of the Authority; and
- C. The Proposer shall also set forth a detailed work plan that will accomplish the requirements of the Scope of Work, Section 3.0, including an outline of a proposed meeting schedule with Authority staff and timeline for key milestones and ability to complete the scope of work within the 60 day maximum timeline.

**III. Organization Chart, if applicable (not required for a sole proprietor)**

Provide an Organization Chart that must include all Key Team members, their labor category, and titles for this engagement. For the purposes of this engagement, a "key team member" is a principal, partner, officer, etc. of the Proposer, project executive, project manager, junior or senior associate, senior principal, or subcontractor identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the Proposer has access to additional professional resources, such as Subject Matter Experts (SMEs), who are technically and/or professionally qualified, the Proposer should list these additional resources in its Proposal and include the individual(s) on the Organization Chart.

Note: If the Proposal submission includes a "key team member that is a Subcontractor(s) and/or Subconsultant(s)", the Organization Chart must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s) and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer's Checklist).

**IV. Key Team Member List, if applicable (not required for a sole proprietor)**

List each key team member who will be utilized for this contract by name and title and a description for the work that the key team member will perform. Information for key members of a subcontractor shall also be included.



**Note:** If the Proposal submission includes a “key team member that is a Subcontractor(s) and/or Subconsultant(s)”, the Organization Chart must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer’s Checklist).

**V. Resumes/Bios of Key Team Members**

A resume/bio for each key team member should be included. Please refer to Section 6.7.1 to be aware of the required resume criteria.

**VI. References**

Each key team member’s resume should include at least three (3) client references applicable to the scope of services, including contact names, telephone numbers and e-mail addresses. Please refer to Section 6.7.1 to be aware of the required resume criteria.

**VII. Description and Documentation of Proposer’s Prior Experience and Qualifications**

The Proposer shall clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Work, Section 3.0;

Provide a narrative description, detailing the organization’s experience with similar engagements, including data sources and a description of data, not available from existing sources, that the firm will need in order to prepare the study. Information in the narrative description or resume should be supported by evidence or information that can be independently verified by the Authority;

Provide information from projects the organization (or Proposer, if you are a sole proprietor) has previously worked on, and in what role/capacity. For each project that is listed, indicate the scope, the location of the project(s), and the beginning and end dates of the project(s). If applicable, highlight projects in which members of the proposed project team have worked together;

A. If applicable, submit any information/examples of services provided that are similar in size or scope, or show demonstrated experience working with preparing similar studies as described in the Scope of Work in New Jersey or other states;

B. Provide a listing of three client references, which includes contact names, titles and telephone numbers for which the firm has provided services. The beginning and ending dates of the provided services must be included.

If the Proposer is submitting a Proposal that includes a Subcontractor(s), detail the Subcontractor’s specific role for this project, how they will interface with the Proposer’s staff and complete a Subcontractor/Subconsultant Utilization Form. See Proposer’s Checklist. Please refer to Section 6.7.1 to be aware of the required resume criteria.

**VIII. Financial Capability of the Proposer**

Not Applicable to this procurement.

**4.2.1.1 POTENTIAL PROBLEMS**

The Proposer must set forth a summary of any and all problems that the Proposer anticipates during the term of the contract. For each problem identified, the Proposer should provide its proposed approach.

**4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL)**

The Proposer must submit its pricing using the format set forth on the Fee Schedule accompanying this RFP. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations. Any additional or supplemented versions of the Authority-supplied Fee Schedule will not be accepted and will result in the Proposer's Proposal deemed non-responsive.

If the Proposer will supply an item on a price line free of charge, the Proposer must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying this RFP Solicitation. The use of any other identifier may result in the Proposer's Proposal being deemed non-responsive.

#### **4.2.2.1 DELIVERY TIME AND COSTS**

- A. Unless otherwise noted elsewhere in the RFP, all prices for items in Proposals shall be submitted Freight on Board (F.O.B.) Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority; and
- B. F.O.B. Destination does not cover "spotting" but does include delivery inside the Authority 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.

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

C.O.D. terms are not acceptable as part of a Proposal and will be cause for rejection of a Proposal.

#### **4.2.2.3 PRICE ADJUSTMENT**

Pricing shall remain firm throughout the term of the contract and any extensions, thereto.

#### **4.2.3 REQUIRED COMPLIANCE DOCUMENTATION**

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.6.2 of this RFP Solicitation.

SEE BELOW and PROPOSER's CHECKLIST for Compliance Documentation required to be submitted WITH the Proposal, indicated by "**MANDATORY FORM WITH BID PROPOSAL**". ALL other Compliance Documentation, not deemed "Mandatory Form With Bid Proposal", are required prior to contract award; however, it is preferred and encouraged that Proposers submit ALL Compliance Documentation with the Proposal, if possible. A Proposer who fails to submit requested information within seven (7) business days of a written request by the Authority will be deemed non-responsive and will preclude the award of a contract to said Proposer.

#### **4.2.3.1 SIGNATORY PAGE (MANDATORY FORM WITH BID PROPOSAL-SIGNED)**

The Proposer shall complete and submit the Signatory Page accompanying this RFP. The Signatory Page **must include the signature** of an authorized representative of the Proposer. If the Proposer is a limited partnership, a Signatory Page must be signed by each general partner. Failure to comply will result in rejection of the Proposal as non-responsive and preclude the award of a contract to said Proposer.

Note: A Proposer's written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms required. Each mandatory compliance document must be individually signed.

#### **4.2.3.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH BID PROPOSAL)**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, limited liability company, partnership or sole proprietorship, the Proposer must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Proposer's failure to submit the completed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a contract to said Proposer. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Proposal.

NOTE: If the Proposer is a partnership or a limited liability corporation, an Ownership Disclosure form must be completed by each general partner. Failure to comply may result in rejection of the Proposal.

#### **4.2.3.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize the Disclosure of Investment Activities in Iran form to certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Proposer, nor one 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 Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities as directed on the form. A Proposer's failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Iran form must be signed by a general partner. Failure to comply may preclude the award of a contract.

#### **4.2.3.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Proposer must submit the Disclosure of Investigations and Other Actions Involving Bidder Form, prior to the award of a contract, 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. The Proposer's inclusion of the Disclosure of Investigations and Other Actions Involving Bidder form with the Proposal is requested and advised. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

#### **4.2.3.5 BUSINESS REGISTRATION CERTIFICATION (BRC)**

In accordance with N.J.S.A. 52:32-44(b), a Proposer and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services, prior to the award of a contract. To facilitate the Proposal evaluation and contract award process, it is requested and advised that the Proposer should submit a copy of its valid BRC and those of any named Subcontractors with its Proposal.

A Proposer otherwise identified by the Authority as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A Bidder who fails to comply with this requirement by the deadline specified

by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority 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. <http://www.state.nj.us/treasury/revenue/busreqcert.shtml>.

A Proposer receiving a contract award as a result of this procurement and any Subcontractors named by that Proposer will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed contract, inclusive of any contract extensions.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (N.J.S.A. 5:12-92), or that provides false information of business registration under the requirements of either those sections, shall be liable for a penalty of \$25 for each day off violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

#### **4.2.3.6 SOURCE DISCLOSURE CERTIFICATION**

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority's contracts shall be performed within the United States. Pursuant to the statutory requirements, prior to an award of a contract primarily for services, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The Proposer must complete and submit the Source Disclosure Form accompanying this RFP. A Proposer's failure to submit the completed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer. The Proposer's inclusion of the completed Source Disclosure form with the Proposal is requested and advised. If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Proposer to form the basis of his or her certification that the services cannot be performed in the United States.

The Source Disclosure Form is located on the Authority's website at <https://www.njeda.com/bidding/>.

#### **4.2.3.6.1 BREACH OF CONTRACT**

A SHIFT TO PROVISION 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, who had on contract award declared that services would be performed in the United States, 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. Such contract shall be subject to termination for cause, unless such shift in performance was previously approved by the Authority.

#### **4.2.3.7 AFFIRMATIVE ACTION EMPLOYEE INFORMATION/EMPLOYEE INFORMATION REPORT**

Prior to the award of a contract, the intended awardee 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. Intended awardee(s) 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), by following its corresponding instructions for submission and payment by check, which are located at the Public Contracts website for Equal Employment Opportunity (EEO)/Affirmative Action (AA):

[https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml);

or alternatively, Vendors have an option for online submission and payment, following the electronic filing instructions at:

[https://www.nj.gov/treasury/contract\\_compliance/index.shtml](https://www.nj.gov/treasury/contract_compliance/index.shtml).

#### **4.2.3.8 SMALL BUSINESS SET ASIDE**

In accordance with the requirements of N.J.A.C. 17:13, as amended, the Authority is required to develop a Set-Aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services – Business Services Bureau for the services subject to this RFP. Information regarding SBE registration and/or a Minority/Women Business Enterprise (MWBE), a Veteran-Owned Business (VOB) and/or a Disabled Veteran-Owned Business Enterprise (DVOB) certification can be obtained by contacting the Office of Business Services at (609) 292-2146 or at their offices at 33 West State Street, PO Box 820, Trenton, NJ 08625-0820 or on-line, via the State’s Business website at:

<https://www.njportal.com/DOR/SBERegistry/>

There are two (2) related forms listed in the RFP Proposer Checklist to be completed and submitted, prior to contract award. These forms include: Set Aside Information Form-Goods & Services and the Set-Aside Compliance Certificate-Goods & Services Contracts. The Proposer may submit the Proposer’s Small Business Enterprise (SBE) Certificate, if applicable.

#### **4.2.3.9 DISABLED VETERANS’ BUSINESS SET-ASIDE**

Pursuant to the Set-Aside provisions of N.J.S.A. 52:32-31.1 et seq. and N.J.A.C. 17:14 Disabled Veterans’ Businesses are encouraged to submit a response. The Business must be registered as a qualifying Disabled Veterans’ Business with the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit by the date the Proposal is received and opened. Evidence that the Business has registered as a Disabled Veterans’ Business should be submitted with the Proposal. Proposers should verify its Disabled Veterans’ Business Certification status. The Business should provide, as part of its response, proof of its current registration as a qualifying Disabled Veterans’ Business with the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Information, registration requirements and application are available by contacting the agency at:

New Jersey Department of the Treasury  
Division of Revenue and Enterprise Services  
PO Box 455  
Trenton, NJ 08646  
Telephone: 609-292-2146

A downloadable paper application is available at:

<https://www.nj.gov/njbusiness/documents/contracting/DVOB%20Web%20Application.pdf>

**\*\* IF THE BUSINESS HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED AS A DISABLED VETERANS’ BUSINESS, THE VENDOR {BIDDER} SHOULD ENSURE IT IS REGISTERED AND THAT ITS REGISTRATION IS ACTIVE WITH THE DIVISION OF REVENUE AND ENTERPRISE SERVICES, SMALL BUSINESS REGISTRATION AND M/WBE CERTIFICATION SERVICES UNIT, PRIOR TO THE PROPOSAL OPENING DATE, TO BE ELIGIBLE FOR AWARD.**

**4.2.3.10 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008).**

a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the 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 the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Procurement Department, the Certification and Disclosure(s) within five (5) business days of the Authority's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities. The form is also available at: <https://www.njeda.com/Bidding/>.

c) 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.

**4.2.3.11 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 <https://www.elec.state.nj.us/>.

**4.2.3.12 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT**

Effective July 1, 2018, Bidders and Contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, (P.L. 2018, c. 9), any employer entering into a contract with the State of New Jersey or an instrumentality of the State (such as the Authority) providing "qualifying services" or "public works" within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development upon commencement of the contract. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing Wage Act are affected by this statute (falling within the definition of "public work"). Additionally, any contract that the Authority enters into for "services" imposes reporting requirements by awarded Bidders and contractors (falling within the definition of "qualifying services"). Information on the reporting requirement for such "qualifying services" is also available at: <https://nj.gov/labor/equalpay/equalpay.html>. **Goods/Products contracts are not impacted by the statute.**

#### **4.2.3.13 NEW JERSEY STATE W-9**

Prior to an award of a contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form available at <https://www.njeda.com/bidding>.

#### **4.2.3.14 INSURANCE CERTIFICATE(S)**

Prior to the award of a contract, the Contractor shall provide the Authority with current certificate(s) of insurance for all coverages required by the terms of this contract, naming the Authority (NJEDA) as an Additional Insured and specify the insurance certificate is identified with the unique contract awarded as a result of this RFP. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFP.

#### **4.2.3.15 SUBCONTRACTOR UTILIZATION PLAN**

All Proposers intending to use a Subcontractor(s) must complete a Subcontractor Utilization Form, submitted with the Proposal, available at: <https://www.njeda.com/bidding/>.

If the Contract is a small business subcontracting set-aside, the Proposer certifies that in engaging Subcontractors and/or Subconsultants, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts.

For a Proposal that does NOT include the use of Subcontractors and/or Subconsultants, by signing the Signatory Page, the Proposer is automatically certifying that in the event the award is granted to the Proposer's firm and the Proposer later determines at any time during the term of the Contract to engage Subcontractors and/or Subconsultants to provide certain goods and/or services, the Contractor shall submit a Subcontractor Utilization Form for approval by the Authority in advance of any such engagement of Subcontractors and/or Subconsultants.

Please see the Proposer Checklist for additional information, which includes the Subcontractor Utilization Form.

#### **4.2.3.16 BID SECURITY**

Not Applicable to this procurement.

#### **4.2.3.17 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, C. 3**

The attached certification of non-involvement is required to comply with P.L. 2022, c.3, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia. Please reference Proposer's Checklist, Item X.

Under the new law, "engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. The full text of the new law is available on the Legislature's webpage at: [https://www.njleg.state.nj.us/Bills/2022/A3500/3090\\_I1.HTM](https://www.njleg.state.nj.us/Bills/2022/A3500/3090_I1.HTM)

A Proposer's failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a general partner. Failure to comply may preclude the award of a contract.



## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the Proposer's Proposal, any best and final offer and the Authority's Contract for Professional Services-Exhibit A.

Unless specifically stated within this RFP, any Special Contractual Terms and Conditions of the RFP take precedence over the Authority's Standard Contract – Exhibit A, accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Authority's Standard Contract – Exhibit A, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, or the Authority's Contract for Professional Services – Exhibit A and the Proposer's Proposal, the RFP and/or the addendum and the Authority's Contract for Professional Services – Exhibit A shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for one (1) year with the possibility of one (1), one (1)-year extension option, which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing in effect during the contract term or rates more favorable to the Authority.

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Agreement, including any extensions exercised.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing with the Designated Contract Manager's recommendation and written approval from the Procurement Department.

### **5.5 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in the Contract. If the RFP permits subcontracting, payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services

shall not be construed as a waiver of any rights that the Authority may have arising out of the Contractor's performance of this contract.

## **5.6 SUBSTITUTION OF STAFF**

The Contractor shall forward all requests to substitute staff to the Authority for consideration and approval. The request may be as simple as naming an alternate/back-up individual for each position / individual identified in the Proposer's Organization Chart which is designated to perform work against the resulting contract. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Authority's Designated Contract Manager.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.

The Authority reserves the right, in its sole discretion, to recommend and make changes to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority.

## **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)**

The Contractor shall forward a written request to substitute or add a Subcontractor/Subconsultant or to substitute its own staff for a Subcontractor/Subconsultant to the Authority's Designated Contract Manager for consideration. If the Designated Contract Manager approves the request, the Designated Contract Manager will forward the request to the Procurement Department for final approval. No substituted or additional Subcontractor(s)/Subconsultant(s) are authorized to begin work until the Contractor has received written approval from the Procurement Department.

If it becomes necessary for the Contractor to substitute a Subcontractor/Subconsultant, add a Subcontractor/Subconsultant, or substitute its own staff for a Subcontractor/Subconsultant, the Contractor will identify the proposed new Subcontractor/Subconsultant or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's/Subconsultant's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor/Subconsultant is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Proposal.

## **5.8 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation

and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) Days' notice by the Authority. With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to the Proposer's or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

## **5.9 SECURITY AND CONFIDENTIALITY**

### **5.9.1 DATA CONFIDENTIALITY**

The Contractor shall be required to enter into a confidentiality agreement if information is confidential, such as to Personally Identifiable Information (PII). The Authority will provide the Contractor with an NDA/Confidentially Agreement if needed.

All financial, statistical, personnel, customer and/or technical data supplied by the Authority to the Contractor are confidential (Authority Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Authority that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from Authority contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Contractor may be required to view yearly security awareness and confidentiality training modules, or other training methods provided by the Authority. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The Authority reserves the right to obtain, or require the Contractor to obtain, at the Contractor's expense, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the Authority from losses resulting from Contractor employee theft, fraud or dishonesty). If the Authority exercises this right, the results of the background check(s) must be made available to the Authority for consideration before the employee is assigned to work on the

Authority's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on Authority Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

#### **5.9.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION**

- A. The obligations of the Authority 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 and anything identified in Contractor's Proposal as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- D. The Authority agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the Authority receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- F. In addition, in the event Contractor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.9.1.1(E), or if Contractor is unsuccessful in defending its rights as described in Section 5.9.1.1(E), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.9.1.1(F), or if the Authority is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

#### **5.9.2 DATA SECURITY STANDARDS**

**Data Security:** The Contractor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>. Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>; and
- B. Data usage, storage, and protection is subject to all applicable federal and State statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard;

**Data Transmission:** The Contractor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

**Data Storage:** All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the Designated Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Designated Contract Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer State of New Jersey data outside of the United States.

**Data Scope:** All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

**Data Re-Use:** All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind must be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Designated Contract Manager.

**Data Breach: Unauthorized Release Notification:** The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the Designated Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and

employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Contract Handling: Upon termination/expiration of this contract the Contractor must first return all State data to the State in a usable format as defined in the RFP, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10-NJOIT form at <https://www.state.nj.us/it/whatwedo/policylibrary/> and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven (7) days of the request of an agent of the State whichever shall come first.

### **5.9.3 SECURITY PLAN**

Not applicable to this procurement.

### **5.10 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 Authority.

### **5.11 ADVERTISING**

The Contractor shall not use the Authority'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 Authority.

### **5.12 LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the Authority with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Proposer in its Proposal.

### **5.13 CLAIMS AND REMEDIES**

#### **5.13.1 CLAIMS**

All claims asserted against the Authority 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.

#### **5.13.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the Authority 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 Chief Executive Officer (CEO).

#### **5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Contractor fails to comply with any material contract requirements, the Authority may take steps to terminate the contract in accordance with the Authority's Contract For

Professional Services, Exhibit A, 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 Authority by the defaulting Contractor, or take any other action or seek any other remedies available at law or in equity.

#### **5.13.4 LIQUIDATED DAMAGES**

Not applicable to this procurement.

#### **5.14 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The Contractor shall not begin performing any additional work or special projects without first obtaining the Designated Contract Manager's recommendation and written approval from the Procurement Department. Additional Work under this Contract will be handled through the Task Order Request process outlined in Section 3.5.

In the event of additional work and/or special projects, the Contractor must present a written Proposal to perform the additional work to the Designated Contract Manager. The Proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its Proposal.

The Contractor's written Proposal must provide a detailed description of the work to be performed broken down by task and subtask. The Proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original Proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written Proposal, the Designated Contract Manager shall forward same to the Procurement Department for written approval. Complete documentation, confirming the need for the additional work, must be submitted. Documentation forwarded by the Designated Contract Manager to the Procurement Department must include all other required Authority approvals.

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

#### **5.15 INDEMNIFICATION**

The indemnification provisions set forth in the Authority's Contract for Professional Services, Exhibit A, shall prevail.

#### **5.16 MAINTENANCE OF RECORDS**

The Contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by

law. Such records shall be made available to the State, including the Office of the State Comptroller, for audit and review.

### **5.17 FORM OF COMPENSATION - INVOICING/PAYMENT**

The Contractor shall submit electronic invoices to the Authority, per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager. Invoices must be submitted to [REDInvoices@njeda.com](mailto:REDInvoices@njeda.com).

Invoices submitted for payment will be paid by check and must include / consider all the following:

- A. Invoices should be submitted for services rendered no later than ninety (90) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its Subcontractor(s) of this policy, as they will be required to comply similarly;
- B. Payments will only be made to the Contractor. In the event "Specialized Services" are required and approved by the Authority in advance; the Contractor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and conditions of this RFP and assumes the sole and absolute responsibility for any payments due to any Subcontractor(s) under the subcontract(s), should the Authority approve in advance such services;
- C. An invoice number, the amount due, date/dates of service, the Authority's purchase order number, if applicable, and a remittance address. The payment to the Contractor will usually be in check form.
- D. A description of the project task or subtask services for the invoice timeframe;
- E. A Set-Aside Contract Report form;
- F. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- G. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

The Authority, in its sole discretion, reserves the right to require additional information, documentation and / or justification upon receipt of an invoice for payment and prior to approving such invoice for payment.

The Authority considers the Contractor to be the sole point of contact regarding contractual matters and the Contractor will be required to assume sole responsibility for the complete "Scope of Work / Deliverables" and any additional services, as indicated in the RFP.



## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The Authority reserves the right to waive minor irregularities or omissions in a Proposal. The Authority also reserves the right to waive a requirement provided that:

- A. the requirement is not mandated by law;
- B. all of the otherwise responsive Proposals failed to meet the requirement; and
- C. in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

### **6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE**

In accordance with applicable law, the Authority reserves the right to reject any or all Proposals, or to award in whole or in part if deemed to be in the best interest of the Authority to do so, with reasonable promptness by written notice to the highest ranked responsible Proposer(s), whose proposal(s), conforming to this RFP, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion.

### **6.3 RIGHT TO INSPECT PROPOSER'S FACILITIES**

The Authority reserves the right to inspect the Proposer establishment before making an award, for the purposes of ascertaining whether the Proposer has the necessary facilities for performing the contract.

The Authority may also consult with clients of the Proposer during the evaluation of bids. Such consultation is intended to assist the Authority in making a contract award which is most advantageous to the Authority.

### **6.4 RIGHT TO REQUEST FURTHER INFORMATION**

The Authority reserves the right to request all information which may assist it in making a contract award, including factors necessary to evaluate the Proposer financial capabilities to perform the contract. Further, the Authority reserves the right to request a Proposer to explain, in detail, how the Proposal price was determined.

### **6.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management, State Subject Matter Experts (SMEs) and possibly other state agencies. Industry SMEs, may assist with evaluations but will not be voting members. Only Authority staff will evaluate, score and rank Proposals received in response to this RFP, and the criteria established herein.

### **6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of Proposals, unless requested by the Authority as noted below, vendor contact with the Authority is still not permitted.

After the Proposals are reviewed, one, some or all of the Proposers may be asked to clarify certain aspects of their Proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a Proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Proposer may be required to give an oral presentation to the Authority concerning its Proposal.

Proposer may not attend the oral presentations of their competitors.

It is within the Authority's discretion whether to require the Proposer(s) to give an oral presentation or require the Proposer(s) to submit written responses to questions regarding its Proposal. Action by the Authority in this regard should not be construed to imply acceptance or rejection of a Proposal. The Procurement Department will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.7 EVALUATION CRITERIA**

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

### **6.7.1 QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA**

- A. Personnel: The qualifications and experience of the Proposer's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.

Experience of Key Team Members preparing similar studies should include but not be limited to: (1) Demonstrated knowledge of issues and policies affecting hospitals' financial performance, (2) Demonstrated knowledge of and experience in working with health care data sources, (3) Demonstrated knowledge of health care services and assessment of their need currently and ability to forecast their need in the future, (4) Demonstrated knowledge of applicable state and federal laws, rules and regulations applicable to health planning

of If key personnel are identified and required in Section 3.0 of this RFP, the Proposer should submit a resume for each key position and the Proposer's resumes should include: Name Proposed Person, Current Position/Description of Role, Previous Relevant Position(s)/Description(s) of Role(s), and three (3) business references associated with any of the named relevant positions. Business references should include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory resumes and full references' details will result in rejection of the Proposer's Proposal for further consideration.

- B. Experience of entity: The Proposer's documented experience in successfully completing similar studies in relation to the work required by this RFP, based, in part, on the Proposer's submitted narratives and references. Experience of the firm in preparing similar studies, should include, but not be limited to the following: (1) Demonstrated knowledge of issues and policies affecting hospitals' financial performance; (2) demonstrated knowledge of and experience in working with health care data sources Demonstrated knowledge of health care services and assessment of their need currently and ability to forecast their need in the future and (4) Demonstrated knowledge of applicable state and federal laws, rules and regulations applicable to health planning.

If references for contracts of similar size and scope are required in Section 4.0 of this RFP, the Proposer should submit business references for each relevant contract. Business

references should include a Contract Name/Description of Contract, Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory contract details and full references' details will result in rejection of the Proposer's Proposal for further consideration.

- C. Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract. Proposer's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.
- D. Project Schedule: Project Schedule Reflecting that the Scope of Services can be completed in sixty (60) days.

### **6.7.2 PROPOSER'S FEE SCHEDULE**

For evaluation purposes, Proposer's pricing will be ranked and weighted according to the lowest total price for all services per the Fee Schedule accompanying this RFP.

Hourly rates, per the Fee Schedule, will be used for any additional work that might be required during the contract time frame, not specified in the original Scope of Work.

1. Proposers shall not alter this Fee Schedule and must provide pricing for all sections. Failure to submit pricing for all sections or altering the form will result in the Proposal being rejected as nonresponsive.
2. Proposers shall not indicate fees/charges other than those included on this Fee Schedule. If the Proposer intends to assess additional fees it should address this by submitting an inquiry during the Question and Answer period for this RFP.

### **6.7.3 PROPOSAL DISCREPANCIES**

In evaluating Proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

### **6.7.4 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose Proposal, conforming to this RFP, is most advantageous to the Authority. The process considers and assesses price, technical criteria, and other factors during the evaluation process before a recommendation is made. The Authority may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Authority reserves the right to negotiate price reductions with the selected Proposer(s).

### **6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating Proposals, the Authority may enter into negotiations with one Proposer or multiple Proposers. The primary purpose of negotiations is to maximize the Authority's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of

negotiations may be conducted with one Proposer or multiple Proposers. Negotiations will be structured by the Procurement department to safeguard information and ensure that all Proposers are treated fairly.

Similarly, the Procurement department may invite one Proposer or multiple Proposers to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Proposer's original Proposal will be rejected as non-responsive and the Authority will revert to consideration and evaluation of the Proposer's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Proposer. The Procurement department may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the Authority.

After evaluation of Proposals and as applicable, negotiation(s) and/or BAFO(s), the Procurement department will recommend the responsible Proposer whose Proposal(s), conforming to the RFP, is/are most advantageous to the Authority, price and other factors considered. In accordance with applicable law, the Authority may accept, reject or modify the recommendation of the Procurement department. The Procurement department may initiate additional negotiation or BAFO procedures with the selected Proposer(s).

Negotiations will be conducted only in those circumstances where they are deemed to be in the Authority's best interests and to maximize the Authority's ability to get the best value. Therefore, the Proposer is advised to submit its best technical and price Proposal in response to this RFP since the Authority may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

All contacts, records of initial evaluations, any correspondence with Proposer related to any request for clarification, negotiation or BAFO, any revised technical and/or price Proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Conditional Notice of Intent to Award a contract is issued.

NOTE: If the Authority contemplates negotiation, Proposal prices will not be publicly read at the Proposal submission opening. Only the name and address of each Proposer will be publicly announced at the Proposal submission opening.

## **6.9 PROTEST OF RECOMMENDED AWARD**

Any Proposer may protest a vendor selection (an award) by the New Jersey Economic Development Authority. In order for a protest to be timely, it must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of the notification that the Proposer was not selected. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Authority's Senior Vice President – Business Support. The designated Hearing Officer will review all timely and complete Vendor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send to the Protestor. Should the Protestor dispute the findings of the preliminary "*Hearing Officer Report*", it will be afforded an "*Exceptions Period*" equal to ten (10) business days from the Authority's issuance of the preliminary "*Hearing Officer Report*" to refute the findings of the Hearing Officer. At the expiration of the exceptions

period, the Hearing Officer will review any "*Exceptions to the Hearing Officer's Report*" and finalize his or her report.

The Hearing Officer will make a recommendation in his or her final "*Hearing Officer Report*" which will be sent with any "*Exceptions to the Hearing Officer's Report*" to either the Authority's Board or the Authority's Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the Authority's internal Operating Authority Approval Levels, for a final decision to award the contract. The Authority's Board of Directors or Chief Executive Officer will review the final "*Hearing Officer Report*" and the protestor's "*Exceptions to the Hearing Officer's Report*" and shall render a final decision regarding the appropriateness of the award. The action of the Authority's Board or Chief Executive Officer to make a final decision for the award of the contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

It is the Authority's intent not to award the contract until it has completed all of the review procedures described above. If, however, in the Authority's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the Authority, the contract may be awarded.

## **7.0 CONTRACT AWARD**

Contract award(s) shall be made in whole or in part, with reasonable promptness by written notice to the highest ranked responsible Proposer, whose proposal, conforming to this RFP, is most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion, in accordance with applicable law. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so.

It is the policy of the New Jersey Economic Development Authority that to be considered for award, a Proposer must achieve or exceed an overall score of three (“3”) indicating a rating of “Good”, on a scale of 1-5 with 5 being the highest rating. Furthermore, even in the event of an overall score of three (“3”) or higher, the Authority is not under an obligation to proceed and may decide not to proceed for a variety of reasons, including but not limited to proposal being over budget or change to the scope of work.

Award of a contract for the services outlined in this RFP will be subject to the selected entity entering into the “Contract for Professional Service”, attached to this RFP as Exhibit A. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract during the “Questions and Answers Period.”

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development Authority by submitting its own separate and distinct company “Standard Terms and Conditions”, engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its “Standard Terms and Conditions” or submit material revisions and/or exceptions to the “Contract for Professional Services” with the proposal as it will result in the proposal being deemed non-responsive.

**IMPORTANT:** In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its “exceptions” in the form of a question to be submitted for consideration during the “Questions and Answers Period” established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFP process, unless submitted during the “Questions and Answers Period”.

The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (Exhibit A) during the “Questions and Answers Period.”

Any proposal submitted in response to this RFP will be considered a firm Offer by the responding vendor to perform the Scope of Services, as outlined in the RFP and specimen contract. By submitting an Offer in response to this RFP, the responding vendor agrees to hold its Offer open for at least one hundred twenty (120) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the Authority.

Accordingly, any proposals submitted will indicate an acceptance by proposers of the form of Specimen Contract.

Acceptance of a proposal and award of a contract is subject to the approval of the Authority’s Board.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER**

The Authority's Designated Contract Manager is the employee responsible for the overall management and administration of the contract.

The Authority's Designated Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the Authority's Designated Contract Manager's name, department, address, telephone number, fax phone number, and e-mail address.

#### **8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES**

The Authority's Designated Contract Manager will be responsible for organizing the Initial Meeting, if applicable, engaging the Contractor, assuring that a Purchase Order(s) are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The Authority's Designated Contract Manager is the person that the Contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract. The Authority's Designated Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Authority's Designated Contract Manager's Department.

If the contract has multiple users, then the Authority's Designated Contract Manager shall be the central coordinator of the use of the contract for all departments, while other employees engage and pay the Contractor. All persons that use the contract must notify and coordinate the use of the contract with the Authority's Designated Contract Manager.

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**TASK ORDER REQUEST**  
*(Reference RFP #2022-RFP-0000061)*

<b>CONTRACTOR NAME</b>	
<b>PROJECT TITLE</b>	
<b>DATE</b>	
<b>PROJECT SUMMARY</b>	
<b>DATE NEEDED</b>	
<b>NJEDA CONTACT</b> (Name, Title, Address, E-mail & Telephone Number)	
<p><b>Cost Submission:</b> Please provide a cost estimate for the above referenced project, in accordance with the Fee Schedule submitted for RFP #2022-RFP-0000061 – University Hospital Study Consulting Services. By providing a cost estimate, the Vendor is certifying that there is no Conflict of Interest with the subject request. Within five (5) business days of confirmation of receipt of the TOR Request, the Vendor shall e-mail the Authority a TOR Vendor Response Form provided by the Authority. Each estimate must include a Not-to-Exceed amount and statement as such.</p>	
<p><b>WRITTEN NOTICE TO PROCEED MUST BE PROVIDED BY THE AUTHORITY BEFORE WORK ON THIS PROJECT MAY BEGIN.</b></p>	
<b>PROJECT DESCRIPTION</b>	
<b>ADDITIONAL PARTIES TO RELY ON THE RESPONSE</b>	



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
TASK ORDER REQUEST  
CONFLICT OF INTEREST CERTIFICATION STATEMENT  
(Reference RFP #2022-RFP-000061)**

I hereby certify that I am an authorized representative of the Contractor and can provide this Conflict of Interest Certification Statement on the Contractor's behalf.

I hereby certify and attest that to the best of my knowledge that the Contractor does not have a direct, familial, personal or monetary interest in the business entity, business site or project indicated below; nor does the Contractor or any employee, agent and/or representative of the Contractor currently have or have had any previous or existing personal or professional relationships with, interaction with, or done business with the project-specific business, site and/or with the current or previous owner(s). Further, neither Contractor nor any employee, agent and/or representative of the Contractor is now or has been employed by, or is a principal of, or is affiliated with the respective business, business sites, owner(s) or project involved with the Task Order Request (TOR) named below, in any manner.

To the best of my knowledge, neither the Contractor or any employee, agent or representative of the Contractor hold any ownership interest in the respective Task Order Request businesses or business sites which are the subject of the work to be performed, nor does Contractor under contract (other than the Authority Contract) to perform work or services, including representation for the same businesses or business sites referenced in the Task Order Request for the work to be performed.

During the performance of the work for the Task Order Request, should a conflict of interest arise, whether real or perceived, Contractor will immediately notify the New Jersey Economic Development Authority's Designated Contract Manager of the conflict and await the Authority's review and decision regarding Contractor's further participation.

I understand that, should a conflict exist, whether real or perceived, in the sole discretion of the Authority, Contractor shall immediately recuse itself from the work to be performed. In the event Contractor declines to complete and execute this Conflict of Interest Statement, Contractor understands that it will be removed from the work.

---

**TASK ORDER REQUEST DETAILS:**

\_\_\_\_\_

*RFP #*

\_\_\_\_\_

*RFP Title*

- 
- I hereby certify and attest that, to the best of my knowledge, there is no conflict of interest, as indicated above, that would affect my ability to accurately, effectively and impartially perform the work required on the specific Task Order Request.
  - I hereby recuse myself from participating in the performance of any work required on the specific Task Order Request for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Contractor Employee Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Contractor Employee Signature*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Contractor Contract Manager Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Contractor Contract Manager Signature*

\_\_\_\_\_

*Date*

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
TASK ORDER REQUEST - VENDOR RESPONSE FORM  
(Reference RFP #2022-RFP-0000061)**

**TASK ORDER REQUEST # \_\_\_\_\_**

The undersigned, having familiarized himself/herself with the conditions affecting the cost of the work and with the Authority Contract documents agrees to furnish all mobilization, insurances, labor, materials and services, and perform all work as described in the Contract documents, per the rates included in the Fee Schedule. The Contractor is responsible for verifying and estimating all quantities for providing the prices.

<b>CONTRACTOR NAME</b>				
<b>PROJECT SUMMARY</b>				
<b>STANDARDIZED POSITIONS/TITLES</b>	<b>HOURLY RATES</b>	<b>NUMBER OF HOURS</b>	<b>PRICE</b>	
Project Manager				
Project Executive				
Senior Associate				
Junior Associate				
Senior Principal				
Principal				
Officer				
Partner				
			<b>TOTAL PRICE</b>	
<p><b>Contractor agrees as follows:</b>  Project completion shall be consistent with the dates outlined on the Task Order Request.  Scheduling of all work shall be coordinated with the Authority.  Consultant represents that there is no conflict of interest in the performance of this Task Order Request.  The Authority is a tax-exempt organization: Federal 222045817, State 690221644.</p>				

*Respectfully submitted,*

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Individual

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

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

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

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/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, 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 proposal: (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 proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal 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 proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. 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.

**RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**  
(REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317 through 2 CFR 200.327

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

Pursuant to 2 CFR 200.321, the Owner 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.

**II. DOMESTIC PREFERENCE FOR PROCUREMENTS**

Pursuant to 2 CFR 200.322, where appropriate, the Owner 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.

**III. 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."

**IV. 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.

#### **V. 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.

#### **VI. 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").

- 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.
- 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.
- 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.

#### **VII. 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).

- 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.
- 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.
- 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.

- 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.

#### **VIII. 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.

#### **IX. 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**

- 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.
- 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.
- 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**

- 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.
- 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.
- 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.

#### **X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- 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).
- 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.
- 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.
- 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.

#### **XI. 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.

**XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT**

- (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.

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

**REQUEST FOR PROPOSALS  
FOR  
University Hospital Study  
(Reference RFP #2022-RERFP-0000061)**

**ADDENDUM #1**

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum is divided as follows:

- Part 1: Answers to Questions Submitted
- Part 2: Additions, Deletions, Clarifications and Modifications to the RFP

<b>Part 1: Answers to Questions Submitted</b>		
No.	Question	Answer
1.	Would the Authority consider extending the proposal submission date by one week to January 11, 2023?	The Authority shall extend the proposal submission deadline from January 4, 2023, to January 11, 2023.



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

**REQUEST FOR PROPOSALS  
FOR  
University Hospital Study  
(Reference RFP #2022-RERFP-0000061)**

**ADDENDUM #2**

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum is divided as follows:

- Part 1: Answers to Questions Submitted

<b>Part 1: Answers to Questions Submitted</b>		
<b>No.</b>	<b>Question</b>	<b>Answer</b>
1.	Section 1.0  Is there any flexibility in the project completion timeframe, i.e. can it run longer than 60 days?	The deadline to complete the study remains at 60 days.
2.	Section 1.0  The first paragraph states “University Hospital (“UH”) located in Newark, Essex County, New Jersey, which shall include consideration of how new facilities at UH would complement existing health care services and facilities in the Region.” <b>Question:</b> Will the selected Contractor be working directly for and with UH?	The Contractor will execute a contract with and will work directly with NJEDA.  UH will make staff and relevant information available to the Contractor and will cooperate fully with the completion of the report.
3.	Section 1.0  The second paragraph mentions “Rutgers New Jersey Medical School and Dental School and all other Newark-based medical education.” <b>Question:</b> What association or due diligence may be needed that would require working with these entities during this engagement?	UH is the principal teaching hospital for these entities and the UH master plan has been developed in close partnership with Rutgers University.  A direct conversation with Rutgers University New Jersey Medical School and Rutgers School of Dental Medicine is advisable once the contract is awarded.  UH will gladly assist in the coordination of meetings with both Schools.
4.	Section 1.0  The third paragraph states that the “study shall be submitted to the Governor, the Legislature, and the University Hospital Board of Directors upon completion. The study must be completed within 60 days of execution of the contract.” <b>Question:</b> Will NJEDA	See the response to Question 1.



	entertain a longer schedule based on the expected scope of work?	
5.	<p>Section 1.1</p> <p>To conduct “an assessment of plans of hospitals within the Region to expand services and/or facilities to meet the community needs” What data will be made available?</p>	<p>The Contractor will be expected to gather this information from the other hospitals in the Region.</p> <p>As part of this analysis, the Contractor is expected to have knowledge of and access to the relevant publicly available market information. Some of the relevant data can be obtained from the NJ Department of Health UB-04 data (latest data for both inpatient and outpatient data is CY2021).</p>
6.	<p>Section 1.1</p> <p>The first paragraph states that “The 2023 Fiscal Year budget provided funds to EDA to “study and plan for new health care facilities at the [UH] site to meet community health care needs in the City of Newark. The study shall take into consideration how new facilities would complement existing health care services and facilities in the Region.”</p> <p><b>Question:</b> Will the facilities master plan and program for the new building be part of this study?</p>	<p>The facilities master plan and program for the new building is not part of this study.</p> <p>UH engaged Gensler to prepare the master plan. UH will provide the latest draft master plan and associated demand analysis to the Contractor.</p>
7.	<p>Section 1.1</p> <p>Bullet point 1 states “An assessment of the health care services in the Region”</p> <p><b>Question:</b> When was the last Market study completed, by whom, and will NJEDA provide to Proposers to review?</p>	<p>All market studies prepared for UH as part of the facilities master plan will be provided.</p> <p>The 2015 Navigant report can be found <a href="#">here</a>. The consultant should review this report as one of the relevant historical documents. Interviews with other providers in the region might be advisable as a follow up to the review of the Navigant report. The Contractor will be expected to gather this information from the other hospitals in the region.</p>
8.	<p>Section 1.1</p> <p>Bullet point 2 states “An inventory of hospitals and currently available hospital services in the Region”</p> <p><b>Question:</b> Will service line scale and projections need to be verified for each facility?</p>	<p>The Contractor should use publicly available service line data and demographic information and trends to determine current and future hospital services in the Region.</p>
9.	<p>Section 1.1</p> <p>Bullet point 4 states “An assessment of the current and projected future hospital services in the Region and how these services are currently meeting and will meet patients’ needs within the Region”</p> <p><b>Questions:</b> Does NJEDA have by department service line, etc? If so, what format is it in? Will it come from central</p>	<p>The Contractor should use publicly available service line data and demographic information and trends to determine current and future hospital services in the Region.</p>

	location, or each hospital will need to provide? What medical records software system is in use currently?	
10.	<p>Section 1.1</p> <p>Bullet point 5 states “An assessment of plans of hospitals within the Region to expand services and/or facilities to meet the community needs, which shall include a review of the UH facility plan and how the plan addresses the community needs in light of other expansion in the Region. Please note, the UH facility plan is currently being completed and will be provided to the Contractor once completed.” <b>Question:</b> We understand that the Facilities Master plan is by others per this bullet point, is that correct? Is the expectation for the Contractor to do an assessment and/or peer review? Is NJEDA only looking for the selected Contractor to perform market study and assessment of forecast data vs baseline / current state?</p>	<p><b>Question:</b> We understand that the Facilities Master plan is by others per this bullet point, is that correct?</p> <p><b>Answer:</b> UH engaged Gensler to prepare the master plan. UH will provide the master plan and associated demand analysis to the Contractor.</p> <p><b>Question:</b> Is the expectation for the Contractor to do an assessment and/or peer review?</p> <p><b>Answer:</b> The Scope of Services does not include a peer review of the UH master plan.</p> <p><b>Answer:</b> Is NJEDA only looking for the selected Contractor to perform market study and assessment of forecast data vs baseline / current state?</p> <p><b>Answer:</b> In conjunction with the required work in Sections 3.1(A), (B) and (C) of the Scope of Services, the Contractor will be required to “Review and assess the UH facility plan and assess whether the plan will address the current and future needs of patients in the Region, taking into account the existing facilities and planned future growth of the facilities in the Region.”</p> <p>Stated differently, the Contractor shall determine whether the UH Master Plan (as provided), in conjunction with other future growth in the region, will meet, undersupply, or oversupply patient medical services in the region, currently and over the next 5 years.</p> <p>This response is a summary of the Scope of Services Section 3 and does not REPLACE the work required in Section 3 of the RFP.</p>
11.	<p>Section 3.1</p> <p>Please clarify expectations for detail required on outpatient clinics. Are you expecting a physician demand analysis by specialty?</p>	<p>The Contractor will not be required to perform a physician demand analysis by specialty.</p>
12.	<p>Section 3.1</p> <p>For "adequately met" by facilities in the market, is this just based on quantity of</p>	<p>The Contractor must quantify the rooms (e.g., beds, ED bays, OR's) and not do a facility assessment on the quality of those rooms. Please use maintained/staffed beds versus licensed beds.</p>

	rooms (beds, ED bays, OR's) etc. or are we supposed to do a facility assessment on the quality of those spaces as well? Will we have access to those facilities?	
13.	<p>Sec 3.1</p> <p>Please clarify the financial analysis scope and structure: What specific deliverables are required? What type of inputs will you provide? (preliminary analysis by health system finance team? raw financial data including contribution margin, etc.)?</p>	The goal of this study is, in part, to inform decision-making on future capital investment at UH. As such, an analysis of the costs associated with the recommended capital investment as compared to the projected revenues is desired. UH will provide access to the Consultant for its financial data. The Consultant is not expected to gather financial information from other hospitals in the region.
14.	<p>Sec 3.1</p> <p>Can we assume the State of NJ will provide the hospital discharge datasets and ED datasets for NJ and NY? And any other claims level datasets?</p>	This data is available from federal and state sources. The Contractor may choose to obtain data from private sources as well.
15.	<p>Section 3.1</p> <p>Is there a contingency plan in case the required documents and studies (e.g. the Community Health Needs Assessment) are not completed or ready by the start of the contract?</p>	The UH 2021-2022 Community Health Needs Assessment is complete and available on the UH website <a href="#">here</a> . The RWJ/Barnabas Hospital's Community Health Needs Assessments are available on their websites.
16.	<p>Sec 3.4</p> <p>Is there any flexibility on the study timeline? 60 days is a very short timeline for the scope of work requested.</p>	See response to Question 1.
17.	<p>Sec 4.2.1</p> <p>Can the references for team members and references for projects overlap?</p>	Yes
18.	<p>Section 4.2.2</p> <p>Does NJ EDA have a budget for this project?</p>	The budget for this project is not disclosed.
19.	<p>Has another party already completed the Campus Facilities assessment including Department meetings and review of volumes?</p>	The Campus Facility assessment completed by Gensler is completed and will be available.
20.	<p>For this effort, is NJEDA seeking demand supply data and to assess what the competition looks like today and what the future may look like in e.g. 5 and ten years, with different scenarios to be used to make decisions on the Facilities master plan and new hospital program being designed by others—is this correct?</p>	<p>The following summarizes the work required in the Scope of Services:</p> <ol style="list-style-type: none"> <li>1. Assess the current inventory of health care services in the region (Section 3.1(A))</li> <li>2. Assess current and future patient demand for the next five years (Section 3.1.(B))</li> <li>3. Assess current and future medical services over the next 5 years (Section 3.1(C))</li> <li>4. Assess whether the UH Master Plan (as provided), in conjunction with other future growth in the region, will meet, undersupply,</li> </ol>

		<p>or oversupply patient medical services in the region, currently and over the next 5 years (Section 3.1(D))</p> <p>This response is a summary of the Scope of Services Section 3 and does not REPLACE the work required in Section 3 of the RFP.</p>
<p>21.</p>	<p><u>Regarding Ownership of Material RFP pp. 32–33, Section 5.8:</u> We take exception to Special Contractual Terms and Conditions, Section 5.8 Ownership of Material, and request the following language be incorporated in the final contract:</p> <p>Notwithstanding any term in the Contract to the contrary, Proposer shall retain all right, title, and interest in any and all intellectual property: (i) created by Proposer prior to this Contract, including (without limitation) Proposer proprietary software programs and processes for providing services and (ii) created by Proposer during the term of the Contract in the normal course of business for Proposer’s clients generally. Upon Authority request, at contract completion Proposer will provide in a format readable by non-proposer proprietary software all Authority computer data and information that Proposer created under the Contract.</p> <p>Rationale: This properly identifies background intellectual property and clarifies situations where the Authority would not take ownership.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>22.</p>	<p><u>Regarding Ownership and Use of Documents Contract p. 2, Section 4:</u> We take exception to Contract for Services, Section 4 Ownership and Use of Documents and request the following language be incorporated in the final contract:</p> <p>Notwithstanding any term in the Agreement to the contrary, Vendor shall retain all right, title, and interest in any and all intellectual property: (i) created by Vendor prior to this Agreement, including (without limitation) Vendor proprietary software programs and processes for providing services and (ii) created by Vendor during the term of the</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

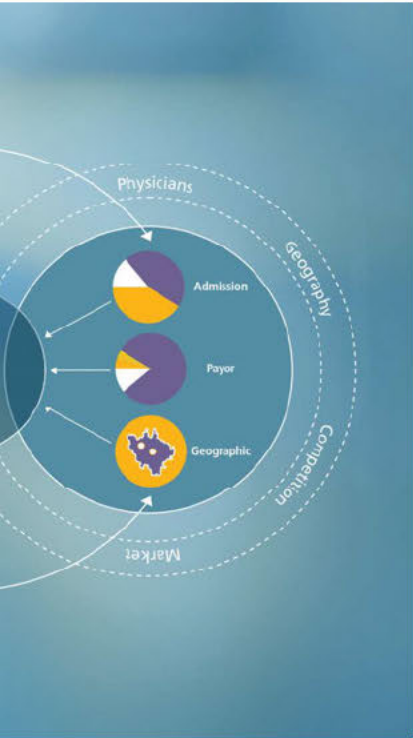
	<p>Agreement in the normal course of business for Vendor's clients generally. Upon Authority request, at Agreement completion Vendor will provide in a format readable by non-vendor proprietary software all Authority computer data and information that Vendor created under the Agreement.</p> <p>Rationale: This properly identifies background intellectual property and clarifies situations where the Authority would not take ownership.</p>	
23.	<p><u>Regarding Manner of Payment, Contract p. 2, Section 5:</u> We take exception to Contract for Services, Section 5 Manner of Payment and request the following edits be incorporated in the final contract:</p> <p>Line 3: Insert "within thirty (30) days" between "Contractor," and "following"</p> <p>Rationale: Thirty-day payment terms are industry standard.</p>	<p>The NJEDA does not accept this change.</p> <p>Under the New Jersey Prompt Payment Act, P.L. 1987, c. 184 as amended by P.L. 2018, c. 127 (N.J.S.A. 52:32-34), NJEDA is required to pay invoices <b>within 60 days</b> (or <b>30 days for construction-related invoices</b>) from the date it 1) received the goods or services or 2) received a properly executed vendor invoice, whichever is later. If a signed contract exists between the NJEDA and the vendor/contractor, and the contract specifies a payment date, then the NJEDA must pay invoices within 60 days of the payment date specified in the contract (or 30 days for construction-related invoices).</p>
24.	<p><u>Regarding Indemnification, Contract p. 3, Section 6:</u> We take exception to Contract for Services, Section 6 Indemnification and request the following edits be incorporated in the final contract:</p> <p>Line 3: Insert "third party" between "all" and "suits"</p> <p>Line 4: Insert "negligent" between "any" and "act"</p> <p>Line 5: Insert "that results in property damage or personal injury" between "Contract" and "."</p> <p>Rationale: Indemnity should not be permitted for direct actions between the contracted parties, and should be implemented when the Contractor has acted with negligence, not where it's acted in accordance with Contract terms or otherwise at Authority's direction.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
25.	<p><u>Regarding Termination, Contract p. 5, Section 8:</u> We take exception to Contract for Services, Section 8 Termination and</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>request the following edits be incorporated in the final contract:</p> <p>Line 2: Replace “seven (7)” with “thirty (30)” between “upon” and “days”</p> <p>Rationale: Thirty days provides sufficient time to wind down services, and those of subcontractors, if any.</p>	
26.	<p><u>Regarding Consequential Damages:</u> We take exception to the absence of a consequential damages waiver, and respectfully request addition of the following language in the Contract:</p> <p>Consequential Damages. Except to the extent of the obligations in the paragraph “indemnification,” neither party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively “non-direct damages”) resulting from its performance or non-performance of its obligations under the contract even if such non-direct damages are attributed to breach of the contract, tort or negligence or otherwise caused; such party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages.</p> <p>Rationale: Consequential Damage waivers are industry standard and allows us to consider appropriate and foreseeable risks, which allows for best pricing to the Authority.</p>	The NJEDA is not willing to consider or accept the requested modifications.
27.	<p>Section 1.4.9</p> <p>Please confirm if there are any eligibility requirements beyond the stated conflict of interest listed.</p>	Please review the Scope of Work in its entirety for all Proposer eligibility requirements.
28.	<p>Section 3.1</p> <p>Regarding the Authority’s role in facilitating information gathering, what data fields will be available in the audited financial statements referenced?</p>	The latest audited financial statements for all regional hospitals should be posted on their websites. By example, those for UH are <a href="#">here</a> .
29.	<p>Section 3.1</p> <p>What is the estimated date of delivery of the Community Health Needs Assessment to the awardee?</p>	The 2021-2022 Community Health Needs Assessment is available on UH’s website <a href="#">here</a> .

30.	<p>Section 3.1</p> <p>When will utilization data for University Hospital be available?</p>	<p>The utilization data will be made available to the Contractor within one week of the contract execution and issuance of the notice to proceed.</p>
31.	<p>Section 4.2.2</p> <p>Do Federal or State rate requirements regarding fringe benefits apply?</p>	<p>The Authority cannot provide a response to this. This is an internal company matter that should be reviewed as appropriate.</p>
32.	<p>Section 4.2.2</p> <p>Is the firm fixed price on the fee schedule the monthly invoice amount of the total for a contract year?</p>	<p>Please refer to attachment "0000061 – Fee Schedule"</p> <p>Firm Fixed pricing is how Proposers must submit their rates.</p> <p>The Fee schedule is broken into two sections:</p> <p>"Preparation of Study"</p> <p>This is a <b>one-time</b>, all-inclusive, firm-fixed price for the completion of the Scope of Work included in Section 3.0.</p> <p>Hourly Rates</p> <p>These are charged hourly for Task Order Requests. Please refer to Sections 3.5 and 5.14.</p>
33.	<p>Section 4.2.2</p> <p>How will the fee schedule, which is being proposed for the time and effort associated with the preparation of the study, going to be used to calculate total fees and payments?</p>	<p>Please refer to attachment "0000061 – Fee Schedule"</p> <p>Firm Fixed pricing is how Proposers must submit their rates.</p> <p>The Fee schedule is broken into two sections:</p> <p>"Preparation of Study"</p> <p>This is a <b>one-time</b>, all-inclusive, firm-fixed price for the completion of the Scope of Work included in Section 3.0.</p> <p>Hourly Rates</p> <p>These are charged hourly for Task Order Requests. Please refer to Sections 3.5 and 5.14.</p>
34.	<p>Section 5.2</p> <p>The study due date is listed as being within 60 days from the execution of the contract, while Section 5.2 states that the contract is valid for one year. Does the Authority foresee any additional task orders during the initial 60 days?</p>	<p>NJEDA does not anticipate any additional task orders during the initial 60 days in which the study will be prepared.</p>
35.	<p>Section 6.7.1</p>	<p>The Authority does not define the merits for a "successful performance". Please review the</p>

	<p>Section C says “Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract. Proposer’s turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.” Please define the merits of “successful performance.”</p>	<p>requirements of Section 3.0 and provide a proposal that demonstrates your understanding of the requirements to complete this contract successfully.</p>
36.	<p>Would the Authority consider extending the proposal submission date by one week to January 11, 2023?</p>	<p>The Authority shall extend the proposal submission deadline from January 11, 2023 to January 18, 2023.</p>





Request for Proposal

The Innova Group Bid Submission-RERFP-0000061 UH Consulting Services

## NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

University Hospital Study

**JANUARY 11, 2023**

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I

# Cover Letter



# I. COVER LETTER



January 11, 2023

New Jersey Economic Development Authority  
Procurement/Real Estate Development  
36 West State Street, PO Box 990  
Trenton, NJ 08625-0990

The Innova Group  
697 High Street  
Suite 2508  
Westwood, MA 02090  
WWW.THEINNOVAGROUP.COM

Re: The Innova Group Bid Submission-RERFP-0000061 UH Consulting Services  
New Jersey Economic Development Authority University Hospital Study

Dear Selection Committee,

We are pleased to submit this proposal to The New Jersey Economic Development Authority (“EDA”) for a study regarding new Healthcare facilities at University Hospital (“UH”) in Newark, NJ. We understand that the purpose of the study is to provide information and recommendations to ensure UH’s facility plans meet community healthcare needs in Newark while complementing existing healthcare services in the region and minimizing excess capacity or duplication of services. In this document, we have proposed a targeted approach to developing a study which focuses on the EDA’s specific topics of interest.

The Innova Group, a Veteran-owned small business, is a national healthcare planning consultancy that specializes in healthcare strategic, operational, financial, and facility planning for both the private and public sectors. We use healthcare analytics and deep expertise to advise clients on the demand for care and how that demand translates into resource requirements. Analyzing complex healthcare data and translating findings to guide health system planning is our core business. We are known by our clients as both thought partners and thought leaders, and we are respected for our ability to generate credible analyses that lead to actionable results.

We are a trusted partner for strategic healthcare planning and facility master planning for large healthcare systems such as Kaiser Permanente, academic medical centers such as Yale New Haven Health and Penn Medicine; publicly funded and safety net facilities such as Valleywise Health (formerly Maricopa Integrated Health System) in AZ and Santa Clara Valley Health & Hospital System in CA; regional systems such as Hackensack Meridian Health; and public sector clients such as the State of Texas, the Commonwealth of Massachusetts, and the Veterans Health Administration.

The Innova Group is a Limited Liability Company (LLC) incorporated in the state of Texas in 1995 with offices located in Atlanta, Austin, Boston, Chicago, Dallas, Minneapolis, and Tucson. We are currently in the process of registering as a vendor for the State of New Jersey. This work will be led from our Boston office.

We look forward to the opportunity of working with the EDA and UH to plan for the future of healthcare delivery in Newark.

Sincerely,

Wendy Weitzner Partner  
The Innova Group

[Redacted]  
Phone: [Redacted]

The Innova Group Corporate Office  
5255 East Williams Circle  
Suite 6000  
Tucson, AZ 85711



# Management Overview and Technical Approach



## II. MANAGEMENT OVERVIEW AND TECHNICAL APPROACH

### OUR UNDERSTANDING OF YOUR NEEDS

University Hospital in Newark, New Jersey's only public hospital, is currently developing a facilities plan to address the growing needs of its community and the aging infrastructure of its facilities. To support the facility planning process and confirm the results of previous work, the EDA has issued a request for proposal ("RFP") to study the community health needs for the City of Newark and how UH's new facilities would complement existing healthcare services in the Region. Specifically, the study should include:

- An assessment of the health care services in the Region
- An inventory of hospitals and currently available hospital services in the Region
- An assessment of current and projected future patient population in the Region, and how patients are currently meeting and will meet their hospital service needs in the Region
- An assessment of the current and projected future hospital services in the Region and how these services are currently meeting and will meet patients' needs within the Region
- An assessment of plans of hospitals within the Region to expand services and/or facilities to meet the community needs
- A review of the UH facility plan and how the plan addresses the community needs in light of other expansion plans in the Region
- Recommendations that would meaningfully address any duplication or excess capacity, or insufficiency of necessary health care services identified in the study

As outlined in the RFP, the scope of the study will include the facilities and the planning area ("Region") shown below.

#### Facilities to Include in the Study

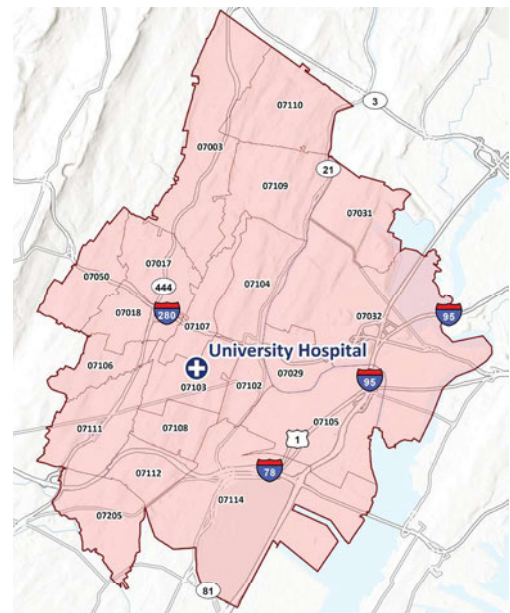
1. Clara Mass Medical Center
2. CareWell/East Orange General Hospital
3. Newark Beth Israel Medical Center
4. St. Michael's Medical Center
5. University Hospital
6. Jewish Renaissance Medical Center
7. Newark Community Health Center
8. Newark Homeless Health Care
9. Other facilities similar to those listed above

### APPROACH OVERVIEW

Our approach to this engagement involves multiple overlapping work steps to develop a multi-faceted analysis in a quick turnaround time (60 days). We have organized our approach to closely follow the detailed RFP requirements while incorporating our judgement on how to best accomplish the desired results within the timeframe allotted.

We have structured a highly interactive approach to ensure our work is coordinated with the needs of the EDA and UH. We will begin with a series of interviews with EDA and UH leaders to quickly understand key issues and considerations. We propose weekly progress meetings with a Core Working Group to provide progress updates, request additional information, and discuss issues. We plan two onsite meetings with the group to discuss preliminary findings early in the engagement and to review initial conclusions and recommendations before issuing the final report.

Map of the Region to be Studied



## TECHNICAL APPROACH WORK STEPS

### Step 1: Project Initiation

(Weeks 1-2)

Our first step will be to establish the foundation for project management. We will begin by coordinating with the internal work team to request data and establish the detailed workplan and project schedule. To get started quickly, we will submit a data request and schedule a kick-off meeting as soon as we are selected (before contract execution). Once the contract is executed, we will begin collecting and vetting the data and hold a kick-off meeting to initiate the project.

During this step, we will also conduct interviews with EDA and UH representatives to gain insight into the goals, priorities, and issues related to the UH facilities project. These interviews will be conducted via video conference.

### Step 2: Healthcare Resources Assessment

(Weeks 1-3)

The assessment of existing healthcare services will provide the “supply-side” basis for understanding capabilities in the Region. We will include the facilities listed in the RFP. Tasks in this step will include the following:

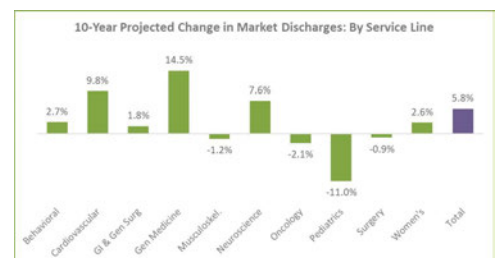
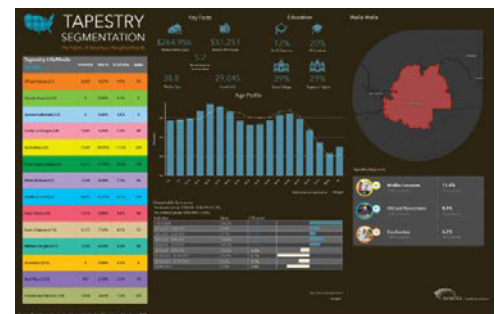
- A. **Develop Inventory of Facilities/Services:** This inventory would summarize key capacities and services provided at each facility in the Region including acute inpatient beds, key programs and services (obstetrics, pediatrics, NICU, trauma, transplants cardiac surgery, neurosurgery, etc.), emergency room capacity, and Federally Qualified Health Center (FQHC) facilities. The ability to include additional detail on inventory, capacity, and utilization of other services (e.g., operating rooms, imaging machines, outpatient exam rooms, community service offices, etc.) is limited due to the 60-day time constraint on this engagement and likely difficulty in quickly obtaining reliable data. Those services are thus excluded from the scope, but they could be added for additional fee as requested by the EDA.
- B. **Identify Excess Capacity or Service Insufficiency:** Review the availability of key services at existing facilities to identify potential market-wide gaps in key service offerings and unnecessary duplication of services. Review utilization levels for services at existing facilities to identify those which are underutilized and those operating at levels over planned capacity. This would also focus on inpatient beds, emergency department bays, and FQHC exam rooms—given the time and data limitations for other services such as outpatient clinics.

### Step 3: Patient Population Assessment

(Weeks 1-4)

The Region’s population assessment will provide the initial “demand-side” basis for understanding resource needs. Tasks in this assessment will include the following:

- A. **Analyze Patient Demographics:** Including current year and both 5-year and 10-year projections to understand growth, economic and social profiles, and shifts in aging.
- B. **Prepare Market Share Analysis:** Including recent market share trends by hospital and by service line (inpatient and emergency department) and implications for UH’s facility plan, using the NJ and possibly NJ hospital discharge data sets.
- C. **Review Patient Migration Trends:** This will include migration both into and out of the Region by service line. We will also explore potential causes for leaving the Region (lack of services, social determinants, etc.). A review of existing versus expected use rates per 1000 population for different services can serve as the hypothetical basis of potential underutilization due to lack of access. Our extensive capabilities in Geographic Information Systems (GIS) will provide insightful documentation of patient migration.





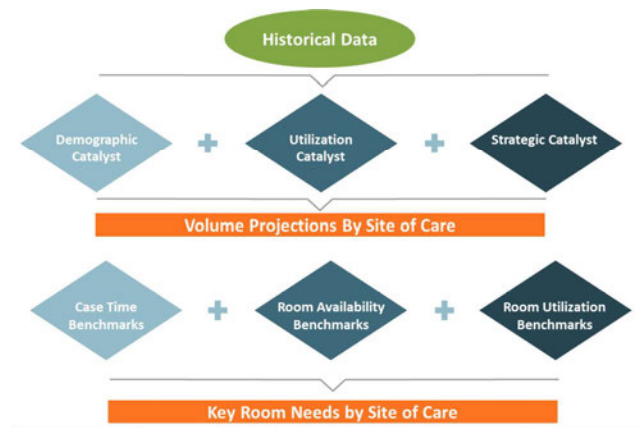
- D. **Project Healthcare Services Demand:** Conducted at the inpatient service line level. We will prepare several scenarios to test the impact of various levels of care management, readmissions management, disease burden, impact of technology and impact of insurance on inpatient and emergency department demand (e.g., similar to national average, lower than national average, and greater than national average for each variable). We will also project emergency department demand. If desired, we will also project primary care visit demand based on visit utilization rates per 1000 population: this can service as general information to support demand for FQHCs in the market.
- E. **Develop Recommendations to Reduce Outmigration:** Based on the findings from the migration analysis, we will identify opportunities to improve patient capture in the Region such as the development of new or expanded services, improved coordination, and network development among providers, etc.

#### Step 4: Hospital Services Assessment

(Weeks 3-6)

Our hospital services assessment will incorporate both current and anticipated future demand for inpatient and emergency department services in the Region along with hospital capabilities to meet that demand. Our understanding of “facilities adequacy” in this proposal is to focus on the capacity of facilities rather than their condition. Given the RFP language is for “hospital services,” we assume this excludes FQHCs, community service, physician supply/demand etc. Key tasks in this step thus include the following:

- A. **Assess Hospital Services Demand:** Based on the inpatient demand assessment completed in Step 3, we will identify hospital services needed to support the Region’s population over three time periods: currently, in 5 years, and in 10 years. This analysis will be conducted at the service line level and will incorporate more detailed analysis for specialty services that were identified as being unmet or underserved. This demand is focused on the need for inpatient beds and emergency room capacity. The ability to include additional detail on “key resource demand” of other services (e.g., operating rooms, imaging machines, outpatient exam rooms, community service offices, etc.), is limited due to the 60-day time constraint on this engagement and likely difficulty in quickly obtaining reliable data. Those services are thus excluded from the scope, but they could be added for additional fee as requested by the EDA.



- B. **Assess Adequacy of Existing Facilities to Meet Demand:** Based on the hospital services demand assessment we will identify the facility “key room” resources required, by service line, including the number of patient beds by type and emergency room bay room counts. If additional facilities resources are required to meet the projected demand, we will identify the additional key rooms required. During this assessment, we will also identify unique or sensitive services provided to understand potential risks of losing service capabilities. As part of this assessment, we will also review publicly available quality and patient satisfaction indicators such as HCAHPS scores. If requested, we can add facility condition assessments at an additional fee, but that would require physical access to all of the facilities in the market.
- C. **Review Future Hospital Expansion Plans:** With the assistance of the EDA, we will obtain information regarding future expansion plans by service line at UH and the other hospitals in the market. We will also review publicly available information (state filings, news reports, etc.) to identify growth plans. Based on our findings, we will evaluate the impact of expansion plans on how well facilities will meet projected need with their service expansions and whether these expansions will create excess capacity or unnecessary duplication of services—or if there is already unnecessary duplication of services—especially low volume/high specialty/high-cost services.
- D. **Identify New Services Needed in the Region:** Based on findings from all of the analyses above, we will highlight any new service offerings in the Region that could address unmet needs.



## Step 5: UH Facility Plan Assessment

(Weeks 3-7)

To kick-off this assessment, we will conduct a facility visit and meet with the facility plan development team to understand the rationale for the plan and coordinate with them as we develop recommendations which may alter that plan. Key tasks in this step include the following:

- A. **Review and Assess the UH Facility Plan:** The purpose of this assessment will be to determine whether the facility plan will address current and future needs of patients in the Region as identified in previous work steps. Specifically, we will test the sizing of the proposed facility against our models for key room planning in the previous steps—with a focus on the specific demands at UH. This process will include developing facility-specific volume and “key room” projections for inpatient beds by type and emergency department bays. We will then compare the existing plan against these forecasted requirements. As with previous analyses, our focus will be on inpatient beds and emergency room capacity, since we believe the available time and quality of data will be insufficient to include operating rooms, imaging modalities, outpatient clinics, etc. However, we will review the methods and assumptions used by the master planning team to determine those key room counts and advise if the methods were consistent with national practices and assumptions.
- B. **Develop Recommendations:** Based on our findings from the key room projections and the market assessments, the focus of our recommendations will be to address UH’s needs in the context of the larger market’s excess capacity or insufficiency of services. Our recommendations may include proposed expansion, consolidation, or closure of services at UH.

## Step 6: Conclusions and Recommendations

(Weeks 6-8)

Our final step would be to summarize our findings and develop a report of conclusions and recommendations. We would review a draft of this report with the Core Working Group in an on-site meeting (week 7) before finalizing. Tasks in this step would include the following:

- A. **Summarize Findings and Recommendations:** Including the current facilities inventory, demographic projections, market share analysis, service demand projections, hospital services demand and adequacy, and the UH facility plan assessment and recommendations. This summary will also address how the proposed changes will likely impact population health in the region.
- B. **Develop Implementation Steps:** To support actionable application of the study’s recommendations and suggestions for additional studies.
- C. **Assess the Financial Impact Of Recommendations:** We would work with UH’s financial team to develop a macro analysis of financial impact for the study’s recommendations including the net operating impact of new services or changes in service volumes—focusing on changes in inpatient and emergency department volume and any changes in surgical or other volumes we can glean from the work of the facility master plan team. We would also coordinate with UH’s facility planning team to obtain facility capital cost estimates for any potential changes. We assume the scope excludes actual critique/redesign/rephrasing of the facilities plan, but it would focus on whether additional/fewer bed floors and/or emergency department bays are needed. Based on this information, we would develop an ROI analysis and provide sensitivity scenarios to understand the risks associated with changing key assumptions. At additional scope, we can review the actual facilities plan and provide potential physical planning alternatives if applicable.

## SCHEDULE

The work plan is designed to be completed within 60 days. Key work steps will overlap, and each step will build on findings from previous steps.

The meeting schedule includes onsite meetings in Week 3 (initial inventory and market assessment findings) and Week 7 (draft conclusions and recommendations). Progress meetings will occur on all other weeks via videoconference. Interviews will be conducted in the first week of the project, and site visits will occur at the beginning of the hospital assessments phase in Week 3 (concurrent with the first onsite meeting).

The timeline for our key work steps is provided below, including the proposed meeting schedule.

	WEEK							
WORK STEPS	1	2	3	4	5	6	7	8
1-Project Initiation	■							
2-Healthcare Services Inventory	■		■					
3-Market/Population Assessment	■		■					
4-Hospital Services Assessment			■			■		
5-UH Facility Plan Assessment			■				■	
6-Conclusions/Recommendations						■		
Progress Meetings (virtual)	◆	◆		◆	◆	◆		◆
Onsite Meetings			■				■	
Interviews (virtual)	◆							
Facility Visits		●						■

Section **III-VI**

**Organization Chart  
Key Team Members**

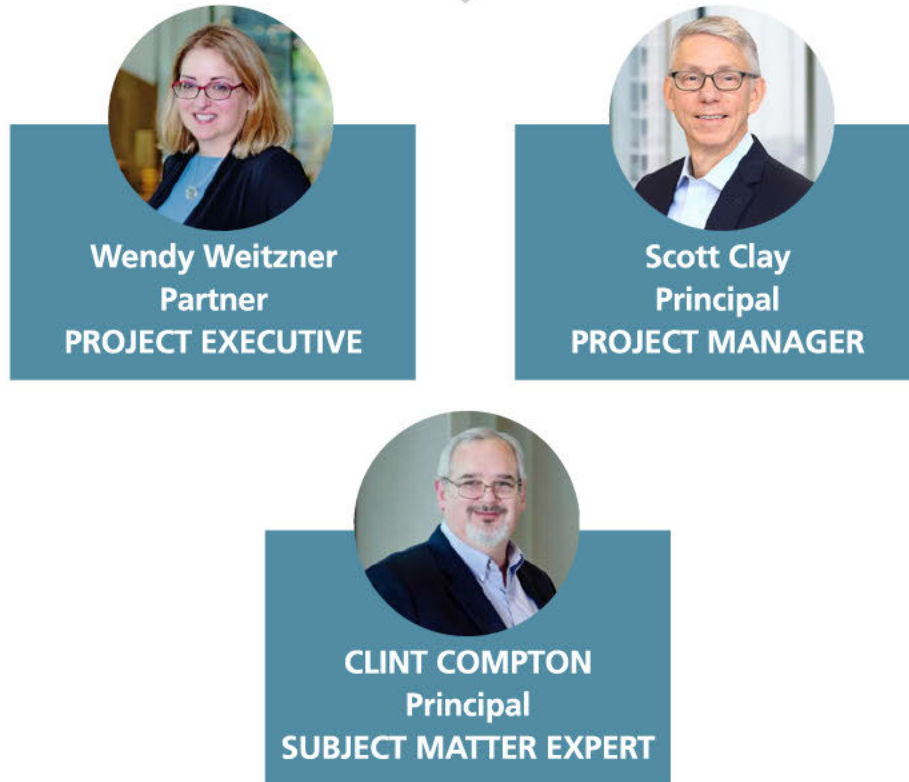




## SECTION III. ORGANIZATION CHART

The organization chart for the engagement is shown below—showing only the key team members and our analytic subject matter expert. As one of the nation’s largest companies with a niche focus on healthcare resource planning, we bring our entire team of data scientists, GIS experts, and economists to the effort.

### New Jersey Economic Development Authority



## SECTION IV. KEY TEAM MEMBER LIST

**Wendy Weitzner, Partner,** will serve as the Project Executive for the engagement. In this role, Wendy will have final accountability for the engagement, will provide project-wide quality assurance, and will contribute to the analyses and document development. She will participate in the interviews, the site visits, all onsite meetings and most of the weekly progress meetings.

**Scott Clay, Principal,** will serve as the Project Manager for the engagement. In this role, Scott will oversee and contribute to the analyses and document development for the engagement, as well as coordinate all work efforts and ensure on-time deliverables. He will participate in the interviews, the site visits, all onsite meetings and all of the weekly progress meetings and will be the prime contact for EDA.

### Analytic Subject Matter Expert

**Clint Compton, Principal,** will serve as the lead analyst and subject matter expert for this effort. In this role, Clint will use his extensive experience with large state datasets and demographic data to lead the analyses for the Population Assessment and Health Services Assessment.

## SECTION V. RESUMES OF KEY TEAM MEMBERS

Resumes of our key team members and analytic subject matter expert are detailed on the following pages.

# Wendy Weitzner, FACHE

Partner, The Innova Group



## EXPERIENCE: SELECTED PROJECTS

### Yale New Haven Health System

System-wide planning, acute care and ancillary needs forecasting, new facility visioning, functional and space programming  
Multiple Sites, Connecticut

### Indiana University Health

Demand modeling, functional and space programming for a 2M SF new facility  
Indianapolis, Indiana

### Kaiser Permanente

Multi-site care distribution and strategic capital investment planning, master planning and business case development  
Multiple US Locations

### John Muir Health

Multi-site strategic planning, ambulatory master planning, forecasting and assessments  
Walnut Creek and Concord, California

### UCSF Medical Center

Key room demand forecasting for a large acute care replacement/addition  
San Francisco, California

### Tufts Medical Center

Forecasting, analysis, business case development and facility master planning for multiple engagements  
Boston, Massachusetts

### Lucile Packard Children's Hospital at Stanford

Data analytics, ambulatory master planning/care distribution planning and strategic facilitation  
Palo Alto, California

### Southcoast Health System

System-wide resource planning, demand forecasting and facility planning  
New Bedford, Massachusetts

### Cambridge Health Alliance

Acute care and surgical services forecasting, strategic planning, and ambulatory delivery system strategy  
Cambridge, Massachusetts

### Santa Clara Valley Health and Hospital System

Demand forecasting, master planning, facility assessment and market assessments for a safety net organization  
San Jose, California

Wendy Weitzner, a Partner with The Innova Group in Boston, is an "operations-based planner." Her 30+ years of experience both as a client and as a consultant allows her to bring a unique and balanced perspective to strategic and facility planning projects. She is particularly appreciated for her ability to interface among strategic, capital, clinical, and facilities planning: helping clients turn data into decisions in complex development projects.

Prior to joining the Innova Group in 2008, Wendy was the Corporate Director of Real Estate, Planning & Development at Tufts Medical Center in Boston. She led the medical center's long-term facilities capital strategy development including the downtown campus master planning and suburban expansion planning.

Prior to working at Tufts, Wendy was the National Director of Strategic Facilities Planning at Kaiser Permanente in Oakland, where she was part of the leadership team developing Kaiser Permanente's \$24 billion investment in new facilities. She led the organization's "Hospital of the Future" and "Medical Office Building of the Future" efforts while also leading the development of capacity & asset utilization standards.

Wendy is widely published, has presented at numerous conferences and is a recipient of the Strategist of the Year Award from the New England Society for Healthcare Strategy and Distinguished Healthcare Executive and Service Awards from the American College of Healthcare Executives.

## EDUCATION

Master of Business Administration, Simmons School of Management

C.A.G.S. in Management, Harvard University

Master of Education, Consulting Psychology, Harvard University

Bachelor of Science, Psychology, Tufts University

## AFFILIATIONS AND CERTIFICATIONS

Fellow of the American College of Healthcare Executives  
Lean Healthcare Certificate, Belmont University

# Scott Clay

Principal, The Innova Group



## EXPERIENCE: SELECTED PROJECTS

### **Penn Medicine: Princeton Health**

Strategic market assessments and facility demand modeling to forecast volumes and determine key room needs for master planning  
Plainsboro, New Jersey

### **Yale New Haven Health System**

Market assessment and volume demand modeling to determine key room needs for master planning  
Bridgeport, Connecticut

### **Cambridge Health Alliance**

Strategic market and facility demand assessments including volume forecasts for master planning  
Cambridge, Massachusetts

### **Kaiser Permanente**

Strategic market assessments, financial analysis and demand forecasting for facility master planning and business case development  
San Francisco, California

### **Wentworth-Douglass Hospital**

Volume demand modeling to forecast volumes and determine key room needs for master planning  
Dover, New Hampshire

### **\*University of Florida Health**

Demand and financial feasibility forecasting for new bed towers and ambulatory care facilities  
Multiple Florida Locations

### **\*Emory Healthcare**

Demand and financial feasibility assessments for service line growth plans, specialty hospital campuses, and new bed tower including detailed demand and financial projections and identification of key room requirements  
Atlanta, Georgia

### **\*Palmetto Health (Now Prisma Health)**

Strategic and financial planning for a replacement hospital. Capital project priority planning  
South Carolina

### **\*Medical University of South Carolina**

Ambulatory care distribution planning, acute care backfill planning (with new bed tower), ambulatory care center feasibility assessment  
Charleston, South Carolina

\*While an employee of another firm

With over 30 years of experience in healthcare consulting and health system senior management, Scott, a Principal with The Innova Group and based in South Carolina, specializes in strategic and financial planning. He enjoys helping clients identify strategic options that fit their unique circumstances, assessing the financial impact of the options, and facilitating discussions to reach an agreement on key priorities. Clients appreciate Scott's ability to develop complex utilization and financial forecasts to plan both project-specific and enterprise-wide implications of capital projects.

Prior to joining The Innova Group, Scott served as principal/director in several national healthcare consulting firms and led over 200 healthcare consulting projects ranging from ambulatory care distribution plans to hospital replacement feasibility studies. He has also served as a Director of Strategic Planning for a multi-hospital health system and as an Administrator for specialty hospitals.

Scott's clients include community hospitals, multi-hospital systems, medical schools, academic medical centers, and physician practices. Scott is active with the Healthcare Financial Management Association (HFMA) and has published and presented numerous times with professional organizations.

## EDUCATION

**Master of Business Administration**, Emory University  
**Bachelor of Science, Industrial/Organizational Psychology**  
Appalachian State University

## AFFILIATIONS AND CERTIFICATIONS

Society for Healthcare Strategy and Market Development, Member

# Clint Compton, RA

Principal, The Innova Group



## EXPERIENCE: SELECTED PROJECTS

### Valleywise Health (Formerly Maricopa Integrated Health System)

Re-imagining care for a \$930 million bond program; ambulatory planning, master planning and programming  
Phoenix, Arizona

### Dignity Health

Strategic market analysis, market projections and facility planning  
Multiple Locations

### Santa Clara Valley Health and Hospital System

Demand forecasting, master planning, facility assessment and market assessments  
San Jose, California

### HonorHealth

System Market demand projections and resource projections, and trauma analysis  
Scottsdale, Arizona

### Children's Hospital Colorado

Master planning, market projection, facility projections, and space planning  
Aurora and Colorado Springs, Colorado

### Children's Medical Center

Master planning, space planning and ambulatory analysis  
Dallas, Texas

### Presbyterian Health System

Master plan update  
Albuquerque, New Mexico

### University Hospitals

Vision market strategy and master planning  
Cleveland, Ohio

### SE CO: Parkview Medical Center

Market planning  
Pueblo, Colorado

### University of New Mexico Health Sciences Center

Forecasting, facility assessment and master planning  
Albuquerque, New Mexico

### University Medical Center of Southern Nevada

Master planning  
Las Vegas, Nevada

Clint Compton has been helping healthcare providers shape their environments for 30 years. As a Principal for the Innova Group in Dallas, he provides leadership in the market and facilities research that is required for our strategic master planning efforts. Clint is able to explore and analyze huge amounts of data and turn it into manageable, understandable information that clients use to guide their planning and set realistic expectations. He enjoys discovering each client's unique strengths and searching for the root causes of the problems they seek to solve.

Clint researches supply and demand in the area of regional acute care needs, where he is tracking the current market conditions and acuity distribution. He has used his observations to educate providers about the impact of such supply issues on their usage rates and finances.

Clint's analytic prowess and communication skills make him an invaluable resource to our clients. His ability to absorb data and clearly convey the relevant information enables them to focus on the facts that have the most bearing on their mission, maximizing the prospects for success.

## EDUCATION

**Master of Architecture**, University of Arizona  
**Bachelor of Architecture**, University of Arizona  
**Bachelor of Arts, Environmental Design–Architecture**  
North Carolina State University

## AFFILIATIONS AND CERTIFICATIONS

Registered Architect, State of Arizona



## SECTION VI. REFERENCES OF KEY TEAM MEMBERS

### WENDY WEITZNER REFERENCES

**Yale New Haven Health**

Marie-Helene Gratton, Director, Strategic Initiatives

Phone: [REDACTED]

E-mail: [REDACTED]

**Cambridge Health Alliance**

Bonnie Martin, Sr. Director, Strategy & Brand Development

Phone: [REDACTED]

E-mail: [REDACTED]

**John Muir Health**

Michael Monaldo, Vice President, Facilities Development & Corporate Real Estate

Phone: [REDACTED]

E-mail: [REDACTED]

### SCOTT CLAY REFERENCES

**Emory Healthcare**

Lynda Barrett, VP, Strategic Planning

Phone: [REDACTED]

E-mail: [REDACTED]

**UF Health Shands**

James Kelly, Interim CEO,

Phone: [REDACTED]

E-mail: [REDACTED]

**Kaiser Permanente**

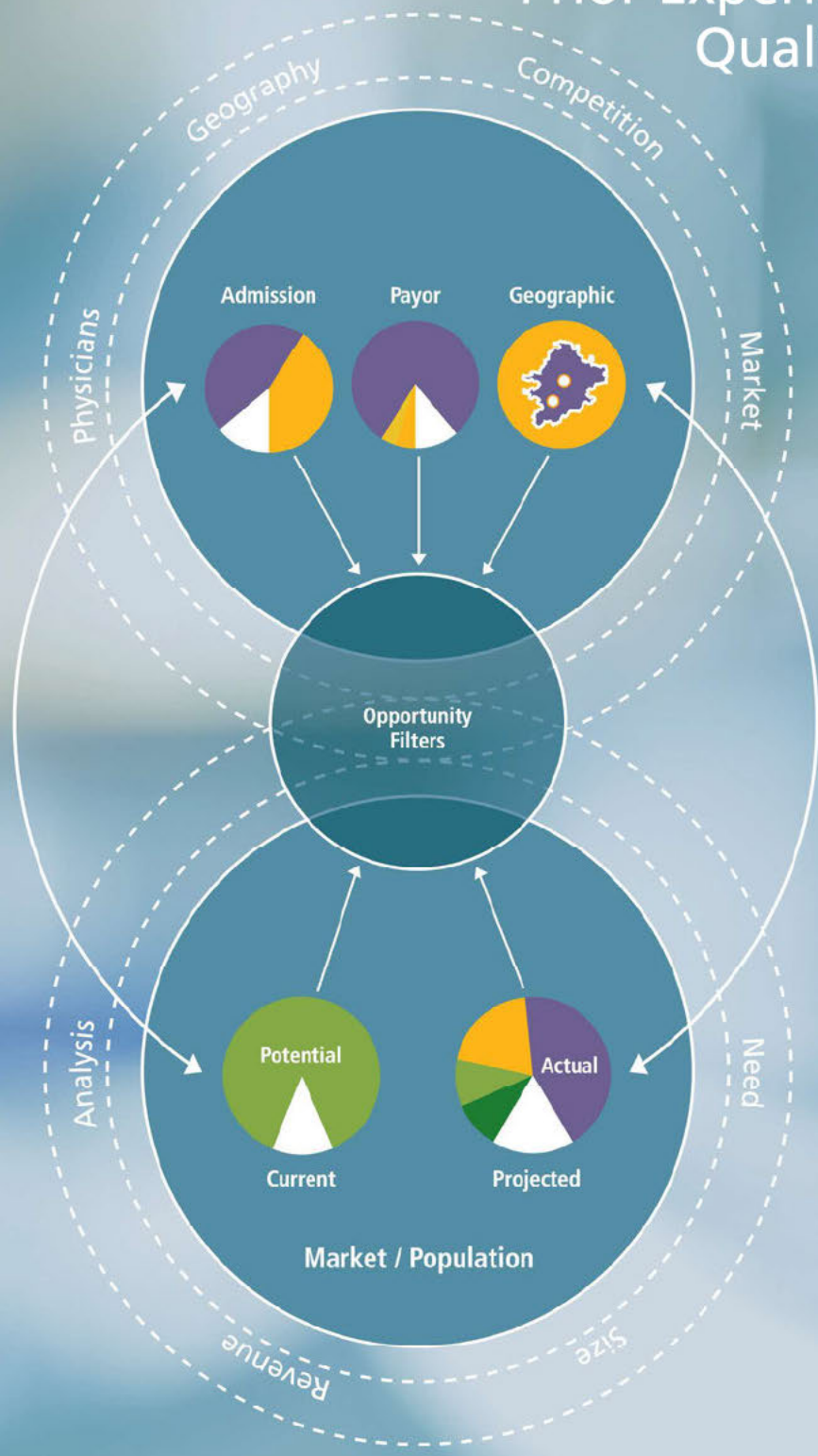
John Turner, Director of Delivery System Strategy,

Phone: [REDACTED]

E-mail: [REDACTED]



# Prior Experience and Qualifications



# SECTION VII. PRIOR EXPERIENCE AND QUALIFICATIONS

## THE INNOVA GROUP

Since 1995, The Innova Group has been developing innovative and cost-effective solutions for public, private, and academic healthcare systems, hospitals, medical groups, and government entities around the globe.

The Innova Group is uniquely equipped to analyze each engagement from multiple viewpoints. The firm brings teams of multi-disciplinary professionals with expertise in hospital and health system planning and strategy, healthcare finance, business/clinical operations, data analytics, biomedical engineering, architecture and construction, and performance benchmarking.



Our clients seek The Innova Group’s guidance on their most difficult challenges. This ranges from strategic planning, clinical programming & partnerships, and financial planning to master planning and capital asset planning of some of the largest new facilities in the country. Innova also works with partners that have a long history of value-based models, which creates a uniquely powerful perspective.

## KEY SERVICES & RESOURCES

The Innova Group offers a wide spectrum of consulting services in all healthcare sectors – ranging from clinical resource planning for state governments; strategic planning for nationally funded healthcare systems; market research, master planning, and clinical programming for academic medical centers and private hospitals; process improvement for small rural hospitals and physician clinics; to capital asset planning for integrated-delivery healthcare systems. Our broad range of services is summarized in the categories below.



**Clinical Strategy**  
Strategic Planning  
Delivery System Strategy  
Partnership Strategy



**Clinical Planning**  
Service Line Planning  
Clinical Program Evaluation  
Physician Needs and Alignment



**Capital Strategy**  
Facility Master Planning  
Template/ Standards Development  
Facility Assessments



**Capital Planning**  
Design Assistance  
Functional and Space Programming  
Medical Equipment Planning

Analyzing complex healthcare data and translating findings to guide decision-making is our core business. We are known by our clients as both thought partners and thought leaders, and we are respected for our ability to generate credible analyses that lead to actionable results. At the same time, our work also always includes the input of multiple stakeholders, so we are also experts in interviews, facilitation, and reporting of data in ways that are meaningful to various constituents. Our talented, multidisciplinary team includes:

- 20 Healthcare Planners
- 9 Architects
- 3 GIS Specialists
- 4 Financial Analysts
- 11 Systems & Data Analysts
- 6 Medical Equipment Planners
- 6 Operational Analysts

We access numerous data sources to support our planning engagements including The Advisory Board (market scenario planners), Claritas (demographics and GIS), American Hospital Association, CMS, The Dartmouth Atlas, and others. We also use internal benchmarking databases and models including operational benchmarks and capacity models. For this engagement, we will work with UH to obtain internal volume and facility data and with the EDA to access NJ (and NY if needed) hospital discharge data as well as other publicly reported data for relevant healthcare facilities.

## CLIENT AND PROJECT EXPERIENCE

The Innova Group is a trusted partner for strategic healthcare planning and facility master planning for large healthcare systems such as Kaiser Permanente, academic medical centers such as Yale New Haven Health and Penn Medicine; publicly funded and safety net facilities such as Valleywise Health (formerly Maricopa Integrated Health System) in AZ and Santa Clara Valley Health & Hospital System in CA; regional systems such as Hackensack Meridian Health; and public sector clients such as the State of Texas, the Commonwealth of Massachusetts, and the Veterans Health Administration.

We have extensive experience with all facets of work required for this engagement. Just a small sample of our clients with characteristics similar to NJEDA and UH is provided below, followed by specific case studies and references.

ORGANIZATION	Healthcare Requirements/ Resource Planning	Public Sector/ Public Good	Urban	In New Jersey
Hackensack Meridian Health, NJ	X			X
Veterans Health Administration, National	X	X	X	X
Penn Medicine-Princeton, NJ*	X			X
Other Penn Medicine Locations, PA*	X		X	
Santa Clara Valley Health & Hospital System, CA*	X	X	X	
Maricopa County Health System (Valleywise), AZ*	X	X	X	
Commonwealth of Massachusetts Health Resource Planning, MA	X	X		
State of Texas Health Resource Planning, TX	X	X		
EmblemHealth, NY	X			
Yale New Haven Health, CT & RI*	X		X	
Kaiser Permanente, National	X		X	
Indiana University Health, IN*	X		X	
University of California San Francisco, CA	X	X	X	
Southcoast Health, MA	X		X	
John Muir Health*	X			
Cambridge Health Alliance*	X	X	X	
University of Miami Health, FL	X		X	

\*Case studies are included on the following pages.



Working closely with the client to develop custom, dynamic, interactive tools, The Innova Group facilitated strategic discussions and provided a comprehensive methodology for the client to forecast future need.

## YALE NEW HAVEN HEALTH SYSTEM

Long Range Capacity Planning, Master Planning, Program Development  
[2014 - Present]

CONNECTICUT, USA



The Innova Group has worked with multiple hospitals in the system for several years to forecast demand and the resulting need for space resources in the health system. We have also led the visioning and space programming of new facilities. Examples include:

- Yale New Haven Hospital: Developed tools to forecast demand for inpatient beds, ED, imaging by service line/modality and location across a two-site hospital, developed vision and operating model for an offsite MOB and for a large acute care addition
- Yale New Haven Hospital- Psychiatric Hospital: Created a forecast model for inpatient beds, residential programs, and outpatient services; developed vision and functional program for a replacement hospital
- Bridgeport Hospital: Developed tools to forecast demand for inpatient beds, operating rooms, and emergency department using state datasets, national benchmark datasets, and internal data; led and managed the facility master plan
- Greenwich Hospital: Created forecasts for all inpatient and outpatient departments as part of a facility master plan using state datasets, national benchmark datasets, and internal data; developed forecasts, vision and program for a new cancer center
- Lawrence & Memorial & Westerly Hospitals: Completed imaging, surgery, and emergency care forecasts and distribution studies for re-alignment within the hospitals and ambulatory network



Quick assimilation of facility conditions, establishment of volume and capacity targets, and engagement of local and enterprise leadership lead to clear plans for strategic campus reinvestment.

## PENN MEDICINE

### Multi-Site Strategic Campus Planning [2021 - Present]

#### PHILADELPHIA, PENNSYLVANIA, USA

With eight hospitals and numerous outpatient facilities, Penn Medicine cares for patients from central Pennsylvania to the Jersey Shore. After adding several regional hospitals to the system in the last few years and opening the state-of-the-art Pavilion on the Hospital of the University of Pennsylvania's (HUP) campus in 2021, Penn Medicine is contemplating what comes next.

Starting with two of the city center campuses and continuing engagements with network hospitals, The Innova Group has and is facilitating strategic campus planning studies that look at the highest and best use for each building and site. Areas of focus include:

- Strategic re-use of HUP's existing, 1.9 million SF, west campus buildings
- Renewal and growth on the Penn Presbyterian Medical Center (PPMC), Penn Lancaster General Health, and Penn Medicine Princeton campuses
- Comparison and analysis of care distribution for the three downtown campuses

Key issues that require evaluation and direction included volume and capacity targets, patient cohorting, campus operational improvement opportunities, offsite opportunities, high-value vs low-value buildings, and priority re-investment planning.

The Innova Team works with Penn Medicine leadership through interactive work sessions to develop guiding principles, planning targets, and development scenarios. Recent planning showed how:

- HUP can move to all private beds post-Pavilion opening, strategically renovate older buildings, support key programs, and meet the 2032 projected need
- PPMC can strategically invest in their next development zone to showcase marquis services, meet future demand, improve patient access and experience, and begin to decant and renew outdated facilities





Through a collaborative and data driven process, The Innova Group helped a vital urban & publicly funded safety net system develop a long-range plan to realign, resize, and grow its clinical footprint.

## CAMBRIDGE HEALTH ALLIANCE

### Delivery System Strategy [2019 - Present]

#### CAMBRIDGE, MASSACHUSETTS, USA

Cambridge Health Alliance (CHA) is an academic safety net health system with hospitals in Cambridge, Somerville & Everett Massachusetts, over 20 outpatient sites, an ACO and PACE program, and a strong continuum of behavioral health services. CHA is nationally respected and embraces innovative models for publicly funded providers.

The Innova Group worked with CHA to develop a delivery system strategy that integrates top-down market assessment/demand analyses with bottom-up facility functionality & utilization to determine:

- The current state and future needs of existing facilities, priorities for investment or divestment
- The geographic distribution of inpatient and outpatient care needed to address market dynamics and growth plans
- The amount of space CHA needs to operate and grow its services
- The optimal size and scope for CHA ambulatory sites and hospitals
- A plan to respond to short-term issues in the context of the longer-term planning process



Through rigorous analysis and community engagement, The Innova Group provided Valleywise with a delivery network that optimizes access to care.

## VALLEYWISE HEALTH

### Delivery Network Planning [2017 - 2019]

#### PHOENIX, ARIZONA, USA

Blessed with funds from a bond initiative in support of providing care for the county's underserved population, Valleywise Health (formerly Maricopa Integrated Health System) is re-building their service delivery network to improve access and care. To purposefully and judiciously allocate the finite funds, Valleywise engaged The Innova Group to lead the strategic and tactical planning for their Integrated Program Management Office (IPMO).

To develop, improve and expand Valleywise facilities for outpatient care and behavioral health in Maricopa County, and replace the Valleywise public teaching hospital on the existing campus, Innova:

- Refined the acute, behavioral, and ambulatory network required to serve Valleywise's target population, by assessing demographic population and utilization patterns, future projections, and models of care
- Located, scoped, and sized network components to establish both the capital estimate and timing
- Provided critical information to evaluate the operational viability of the portfolio
- Solicited input on community needs, proposed services, and locations and sites

As a result of the work, Valleywise is undergoing a major transformation, and many of the projects

planned by Innova are underway:

- Thirteen new community health centers throughout the market optimally located to support operational efficiency while maximizing access to the target population
- Two new comprehensive health centers strategically located to assure access to specialty care and diagnostic and treatment services
- Expansion of the mental health network by integrating behavioral health into the management of primary care, identifying critical access points for acute ambulatory needs, and expanding the inpatient capacity in both scale and reach
- The regeneration/expansion of the main inpatient acute care hospital which supports the state's only Burn Care center

Through a rigorous analytical process, using claims data and other overlays, Innova reduced the total number of ambulatory locations and increased the opportunity and ease by which Valleywise's target population accesses care. The resulting delivery network provides opportunities for partnerships and growth while fulfilling community need and providing effective access through distributed primary care and strategic and convenient specialty care.



The Innova Group assisted this premier safety net organization develop a framework and decision making tool for future delivery system capital investments across its network.

## SANTA CLARA VALLEY HEALTH AND HOSPITAL SYSTEM

Service Model and Operating Plan/ System-Wide Hospital Master Plan

[2019 - Present]

SANTA CLARA, CALIFORNIA, USA



The County of Santa Clara Health Care System is the healthcare safety net and provider of comprehensive care, service, and program to the residents of Santa Clara County. The Health System includes the Behavioral Health Services Department, Public Health Department, three owned hospitals and nine outpatient care sites, Emergency Medical Services Agency, Custody Health Services Department, and Valley Health Plan.

The Innova Group worked with the County to assess the current ambulatory portfolio and develop a tool to serve as a guide for future decisions on locations for ambulatory growth, models of care, operational requirements and space needs. The effort included interviews of stakeholders, research of examples of care distribution models, assessments of the existing ambulatory care facilities, research of space benchmarks, and the development of an excel-based market resource forecast tool to allow the Health System to internally assess scale and approach to a market within the county.

A primary outcome of the effort was the Santa Clara County Outpatient Resource Estimator (SCCORE) tool: a dynamic Excel-based model that allows the County to evaluate the qualities of a market and likelihood for growth in lives served as well as model the estimated providers and key spaces (such as exam rooms, imaging units) needed to serve that population based on numerous use-rate and productivity variables.

Over the last year, The Innova Group has also led system-wide facilities planning of the three hospitals in the system, setting a long term framework for growth & development and prioritizing/phasing capital investment on each hospital campus.







Through a facilitated engagement process, The Innova Group developed a plan for Indiana University Health to consolidate two hospital campuses into one new Adult Academic Health Center using a Flexible Care Platform concept.

## INDIANA UNIVERSITY HEALTH

### Clinical and Operational Planning [2019 - 2022]

#### INDIANAPOLIS, INDIANA, USA

Indiana University Health (IU Health) set out on a bold mission to consolidate two adult academic health centers (AHC) to create the next generation of academic medicine. IU Health engaged The Innova Group to guide the clinical service and operational planning aspects of this initiative.

IU Health's adult quaternary care services have been operating in a fragmented manner on two campuses in downtown Indianapolis for several years. University Hospital and The Simon Cancer Center (CCC) are adjacent to Riley Hospital for Children on the Indiana University–Purdue University Indianapolis (IUPUI) campus downtown with Methodist Hospital (Adult Level 1 Trauma) located on the north edge of downtown near the intersection of 16th Street and Capitol Avenue. A large plot of land at the 16th and Capitol intersection, adjacent to several major transportation routes, is the site for the new 700-bed, two million square-foot IU Health Medical Center.

The Innova Group worked in partnership with IU Health AHC stakeholders and other key members of the broader planning team, including the executive architect and construction manager, during the six-month planning effort. Innova led an interactive process with IU Health AHC leadership and hundreds of operators to define the volume and capacity targets, create the services vision, incorporate the academic mission, design the operational flows, and document the facility functional requirements of the new medical center.

IU Health is well on its way to developing the next generation academic medical center that will be the gold standard for innovation, modern clinical care, and exceptional patient experience.



John Muir Health is planning full system transformation, and the integrated strategic master plan work benefits from Innova's big picture understanding of strategy, operations, finance, and capital across the entire network.

## JOHN MUIR HEALTH

### Multi Site Master Plan [2016 - Present]

#### WALNUT CREEK AND CONCORD, CALIFORNIA, USA

John Muir Health facilities include two of the largest medical centers in Contra Costa County: A 554-licensed bed medical center in Walnut Creek, that serves as Contra Costa County's only designated trauma center, and, a 245-licensed bed medical center in Concord. Together, they are recognized as preeminent centers for neurosciences, orthopedics, cancer care, cardiovascular care, and high-risk obstetrics. In addition, there are over 30 outpatient sites of care.

The Innova Group led integrated strategic facility master plans for the two hospitals and the ambulatory network that incorporates current strategic initiatives, operational demands, regulatory requirements, and major end-of-life investments through 2030. The plans will coordinate and optimize facility capital investments resulting in an integrated and actionable, phased year by year, facility capital plan that is incorporated in the system-wide Long-Range Capital Plan.

Leading the master plan team, The Innova Group:

- Developed the overall framework and work plan

for the integrated master plan

- Developed RFP and coordinated architect procurement
- Led the creation of guiding principles and development priorities
- Completed proprietary functional and experience assessments of the hospitals & ambulatory sites
- Completed space utilization studies of the hospitals and all ambulatory sites; developed future block size requirements
- Assisted with all volume forecasting; developed proprietary population-based ambulatory needs tool
- Developed a comprehensive fact base of facility information: condition, quality, age, utilization, lease end, etc.
- Created a capital plan prioritization tool
- We are currently work with JMH to refresh the capital plan to realign with current market and budget realities

# REFERENCES

## THE INNOVA GROUP REFERENCES

**Yale New Haven Health**

Marie-Helene Gratton, Director, Strategic Initiatives

Phone: [REDACTED]

E-mail: [REDACTED]

Date: 2014 to present

**Cambridge Health Alliance**

Bonnie Martin, Sr. Director, Strategy & Brand Development

Phone: [REDACTED]

E-mail: [REDACTED]

Date: 2019 to present

**John Muir Health**

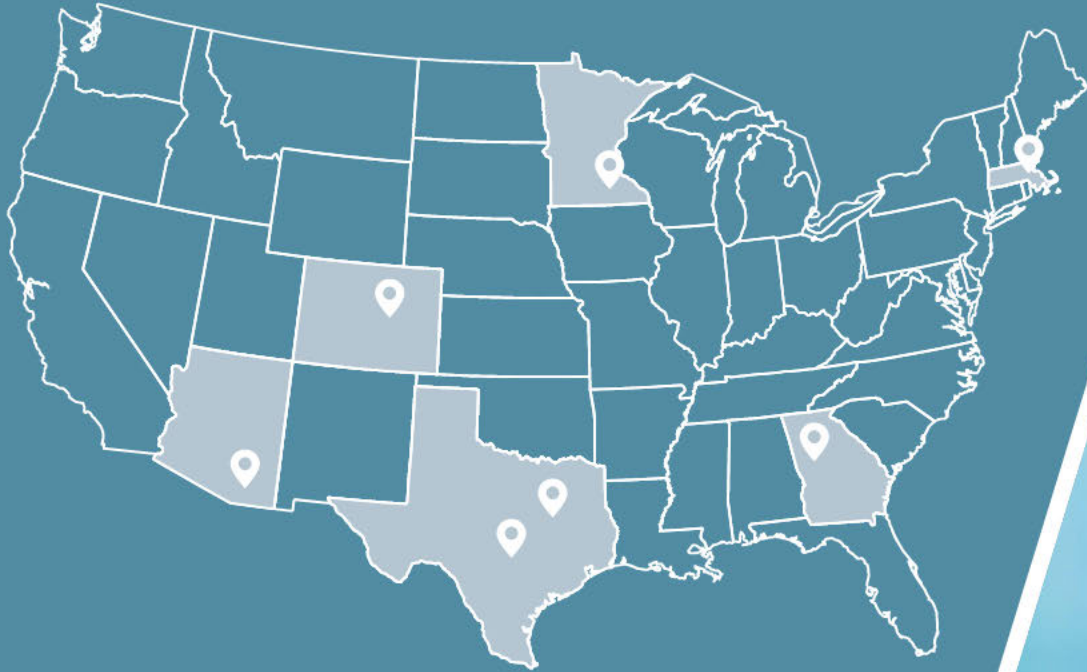
Michael Monaldo, Vice President, Facilities Development & Corporate Real Estate

Phone: [REDACTED]

E-mail: [REDACTED]

Date: 2016 to present





**Atlanta Office**

84 Peachtree Street NW  
Atlanta, Georgia 30303  
Phone 678.488.6199

**Austin Office**

9442 North Capital of Texas Hwy  
Arboretum Plaza 1, Suite 325  
Austin, Texas 78759  
Phone 512.346.8700  
Fax 512.346.8750

**Boston Office**

697 High Street  
Suite 2508  
Westwood, Massachusetts 02026  
Phone 781.326.6100  
Fax 781.326.6102

**Dallas Office**

15851 North Dallas Parkway  
Suite 1240  
Addison, Texas 75001  
Phone 972.331.3553  
Fax 972.331.0733

**Minneapolis Office**

Minneapolis, Minnesota  
Phone 612.325.6184

**Tucson Office**

5255 E. Williams Circle  
Suite 6000  
Tucson, Arizona 85711  
Phone 520.886.8650  
Fax 520.886.8706

**Satellite Office Locations**

Charleston Charlotte Chicago Colorado Springs