

## **REQUEST FOR PROPOSALS/QUOTES FOR**

**Strategic Insights for New Jersey Higher Education: Opportunity Outlook**

**Issued by:  
New Jersey Office of the Secretary of Higher Education**

**Office of the Secretary of Higher Education  
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**Deadline for Questions: January 31, 2026 by 5pm**

**Application Deadline: February 16, 2026 by 5pm**

***Maximum award amounts will not exceed \$304,000***

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## **1. PURPOSE AND INTENT**

The New Jersey Office of the Secretary of Higher Education (OSHE) is seeking proposals from qualified vendors to design and implement a national landscape analysis of mergers, consolidations, and acquisitions of higher education with tailored insights based on New Jersey's higher education context. The goal of this project is to help New Jersey examine the complex structure of higher education to ensure it remains sustainable, high-quality, and responsive amid shifting demographic, financial and technological realities.

This project is a part of the State's Fiscal Year 2026 investment in a merger consultant in order to examine national trends related to higher education and assess relevant state context. As each state of the project will require different expertise and analyses, the State may coordinate activities across all contracted vendors to ensure alignment of key findings and deliverables. The vendor(s) will be expected to engage in cross-vendor meetings to share updates relative to the work underway. As the State looks to engage in the next strategic planning process, findings from this project will inform the State's long-term vision and serve as foundational insights.

## **2. MINIMUM QUALIFICATIONS**

At a minimum, Bidders must satisfy the following requirement:

Entity is permitted to operate in the State of New Jersey in accordance with N.J.A.C. 18:7-1.9.

## **3. BACKGROUND**

The state legislature has allocated funding to the Office of the Secretary of Higher Education (OSHE) for FY2026 to conduct an independent study on mergers, consolidations, and acquisitions within higher education. This initiative arises from the structural challenges confronting New Jersey's higher education sector. Both the legislative and executive branches are proactively seeking a tailored analysis to deepen the understanding of these issues as they manifest nationally, while also considering the unique context of New Jersey.

Recognizing the complexities and sensitivities involved, this study is intended to serve as a valuable resource for institutions and policymakers alike. It aims to provide a comprehensive, data-driven evaluation of the current landscape, offering insights into potential paths forward without prescribing specific institutional actions. Analytic recommendations under this initiative are limited to evidence-based assessments, scenario analyses, comparative evaluations, and identification of risks, trade-offs, and implementation considerations derived from the data. Policy determinations—including statutory changes, institutional actions, governance structures, and implementation of any specific restructuring option—remain the responsibility of the appropriate decision-makers, including the Legislature and individual institutions, with the State serving in a coordinating, convening, and advisory role in partnership with sector and affinity organizations. By examining national trends and incorporating diverse stakeholder perspectives, the study seeks to foster informed dialogue and collaborative decision-making. Analytic recommendations will reflect established best practices and evidence drawn from national research and comparative case analysis, while any policy-related considerations will be exploratory in nature, grounded in observed experiences across states and institutions rather than prescriptive direction. This approach underscores New Jersey's commitment to supporting

academic excellence, fiscal responsibility, and equitable access, ensuring that the state's higher education system remains robust and responsive to evolving needs.

## 4. SCOPE OF SERVICES

### 4.1 Develop Case Scenarios and Produce Comprehensive Institutional Analyses

Vendor shall collaborate with the State to conduct a structured discovery process that results in a unified analytical product, combining scenario development, institutional typology, and impact assessment. Vendor shall begin by developing an "Options Book" that includes a comprehensive long list of potential institutional clusters grounded in geographic, programmatic, demographic, and/or financial indicators. The Vendor shall refine the long list into a short list using a transparent, weighted decision matrix that evaluates variables such as geographic proximity, programmatic complementarity, financial stress indicators, operational feasibility, and potential equity impacts. In addition to the decision matrix, the Vendor shall develop a brief qualitative impact narrative for each shortlisted scenario, addressing anticipated workforce effects, implications for regional access to higher education and aligned labor markets, and potential impacts on local partnerships, consortia, or community-based collaborations, including areas of disruption or consolidation. Based on this analysis, the Vendor shall identify two to three recommended scenarios for deep analysis and provide preliminary business cases for each. Each scenario and preliminary business case should, as appropriate, identify illustrative components or enabling conditions that may be required to support feasibility, such as potential governance reforms, opportunities for data standardization, shared services arrangements, and relevant policy considerations, recognizing that inclusion of such elements is for analytic purposes and does not constitute a recommendation for adoption. All analyses shall incorporate data triangulation, with information validated through relevant external sources and independent datasets and shall not rely solely on data provided by the Agency or individual institutions.

For each recommended scenario, the Vendor shall develop an integrated institutional and cluster analysis that is embedded directly within the "Options Book". As part of this analysis, the Vendor shall conduct structured fact-check validation windows with affected institutions to confirm data accuracy; maintain a log of any disputed data points or assumptions identified during validation; and document how such discrepancies were resolved, reconciled, or noted where resolution was not achieved. This combined product shall include Financial Assessment Risk Monitoring-based institutional or cluster profiles addressing financial health, academic program arrays, enrollment trends, operational capacity, and physical infrastructure. The Vendor shall document key modeling assumptions underlying these profiles, including assumptions related to enrollment, state aid, tuition, labor, and capital costs; conduct at least two downside stress tests for each scenario; and identify defined break points at which financial, operational, or academic conditions would render a scenario infeasible. Recommendations to safeguard and strengthen student pathways throughout any potential restructuring must be clearly articulated. For each scenario, the Vendor shall provide a Readiness and Feasibility Assessment evaluating governance and board alignment, labor and workforce-related risks, potential accreditation constraints or friction, and local or regional political sensitivities that may affect the viability or timing of implementation.

The combined “Options Book” and Institutional Analysis shall serve as a comprehensive decision support tool for the State and include all data, methods, assumptions, and scenario-level findings in one cohesive deliverable. The Vendor shall clearly define the intended audience for each deliverable, distinguish draft materials from final products, and specify any limitations on partial citation, excerpting, or external use to ensure appropriate interpretation and handling of preliminary and final analyses.

#### **4.2 Develop Scenario Scorecard**

Vendor shall develop comparative scenario scorecards that evaluate each recommended scenario using a standardized, transparent assessment framework. The scorecards must incorporate quantitative and qualitative indicators to assess relative cost-benefit, risk exposure, implementation feasibility, and/or workforce development implications. Vendor shall work with the State to refine scoring criteria and weighting to ensure alignment with policy priorities, statutory constraints, institutional missions, and equity considerations.

Each scorecard shall include clear metrics, ratings, and narrative justification for the assigned scores, supported by financial modeling, operational capacity analysis, and anticipated impact on students, institutions, and communities. The scorecards should allow State leaders to quickly understand trade-offs across scenarios and identify where risks may require mitigation strategies or additional due diligence.

#### **4.3 Develop a Performance Dashboard and Monitoring Framework**

Vendor shall design and produce a Financial Assessment and Risk Monitoring (FARM) integrated performance dashboard that includes key performance indicators (KPIs) aligned with financial, academic, enrollment, and operational metrics. The dashboard should support comparative analysis across scenarios and provide State leaders with a clear mechanism for assessing potential benefits, risks, and operational readiness associated with each scenario.

Vendor shall also develop an ongoing monitoring framework that outlines how KPIs should be tracked over time to evaluate progress, benefits realization, and early-warning indicators. The framework must include recommended data sources, update frequencies, reporting formats, and escalation pathways for areas requiring State or institutional intervention. The dashboard and framework should be usable by OSHE staff and adaptable for long-term monitoring beyond the duration of this project. The Vendor shall provide administrator-level documentation, conduct at least one hands-on training session for designated OSHE staff, and submit a sustainability plan outlining roles, processes, and data dependencies required to maintain and update key performance indicators over time.

#### **4.4 Produce a Final Report and Stakeholder Summary Deck**

Vendor shall prepare a comprehensive final report synthesizing all analyses conducted throughout the project, including case scenarios and institutional analyses, scenario scorecards, financial and operational findings, and strategic recommendations for State decision-makers. The report shall clearly document methodology, assumptions, limitations, and actionable options for the State.

Vendor shall also produce a stakeholder-ready summary deck tailored for legislative, agency, institutional, and public audiences. The summary deck must clearly communicate key findings, comparative scenario results, risks, benefits, and recommended next steps for the State in an accessible, visually organized format that supports transparency and informed dialogue.

#### **4.5 Timeline and Standards**

All activities outlined in this document for the **Strategic Insights for New Jersey Higher Education** (Initiative) must be completed within 15 months from the effective date.

Vendor shall have biweekly meetings with OSHE to discuss any issues that may need to be resolved and to keep OSHE apprised of the progress of the project. Vendors may be asked to meet with other partners conducting relevant work, as well as utilize final deliverables from related projects to inform their work. Vendor must provide regular reporting of progress and metrics, as well as reporting of expenditures.

At project kickoff, the Vendor shall submit an initial workplan that includes a detailed, week-by-week schedule aligned to the proposed timeline and deliverable due dates. The work plan shall describe the Vendor's approach to executing the scope of work, including key tasks and subtasks, sequencing of activities, roles and responsibilities, coordination points with the State and other partners, data dependencies, and interim milestones, and shall clearly demonstrate how proposed activities align with the project timeline and deliverables. A finalized workplan incorporating feedback from the State shall be submitted no later than ninety (90) days after the start of the engagement.

Upon commencement of the engagement, the Vendor shall develop a RACI chart in coordination with the Agency to define roles, responsibilities, and decision authorities across project participants; the RACI shall be treated as a working document, made available within the first ninety (90) days of the engagement and updated as additional stakeholders join the evaluation. The Vendor shall budget adequate time for cross-vendor coordination, with an expected cadence of at least monthly meetings, and the RACI chart shall identify the Agency's designated authority for resolving analytic conflicts that may arise across varying project scopes.

#### **4.6 Deliverables**

<b>Deliverable Name</b>	<b>Description</b>	<b>Date Due</b>
Project Kickoff & Workplan	Initial project plan, governance structure, refined timeline, data sources, and coordination protocols	Jun 2026
Discovery Summary & Data Inventory	Summary of discovery activities, confirmed data sources, data gaps, and validation approach	Aug 2026
Final Workplan	Key tasks and subtasks, sequencing of activities, roles and responsibilities, coordination points, data dependencies, and interim milestones	Sept 2026
Long List of Potential Scenarios (Options Book – Draft I)	Comprehensive long-list of potential institutional pairings or clusters with initial screening criteria	Oct 2026

Weighted Decision Matrix & Short-List (Options Book – Draft II)	Transparent, weighted decision matrix and short-listed scenarios with preliminary rationale	Dec 2026
Institutional & Cluster Analyses (Draft)	Integrated institutional and cluster profiles, including financial, academic, operational, infrastructure, and equity analyses	Feb 2027
Scenario Stress Testing & Break-Point Analysis	Documented assumptions, downside stress tests, and identified failure thresholds for each scenario	Mar 2027
Readiness & Feasibility Assessments	Scenario-level assessments covering governance, labor, accreditation, and political feasibility	Apr 2027
Scenario Scorecards	Comparative scenario scorecards with quantitative and qualitative scoring and narrative justification	May 2027
Performance Dashboard & Monitoring Framework	FARM-integrated dashboard, KPI definitions, monitoring framework, and sustainability plan	June 15, 2027
Final Options Book & Institutional Analyses	Final consolidated Options Book incorporating validated data, scenario analyses, and documented resolutions	July 2027
Final Report	Comprehensive synthesis report documenting methodology, findings, limitations, and analytic considerations	July 2027
Stakeholder Summary Deck	Executive- and stakeholder-ready presentation summarizing findings, trade-offs, and next-step considerations	July 2027

All deliverables shall be submitted in formats appropriate to the nature of the product (e.g., Word documents, presentation decks, data appendices, or other agreed formats), with page lengths and levels of detail that are reasonable and proportional to the scope of the deliverable.

Drafts, working documents, and final submissions must be clearly labeled, and final deliverables shall be prepared to a standard suitable for public consumption, including clarity, readability, and accessible presentation of findings.

The State shall be afforded a standard review period of ten (10) business days for each draft deliverable, unless otherwise agreed in writing.

## 5. REQUIRED COMPONENTS OF THE PROPOSAL

### 5.1 General Information

All Bidders shall provide brief but concise responses to the following prompts. Appendices can be used for additional general information as necessary.

- A. Narrative – Bidders shall provide an overview of how the services detailed in the scope of work will be implemented and the timeframes involved, specifically addressing the following:
  - (a) Explanation of how the Bidder's services satisfy the requirements of the Strategic Insights for New Jersey Higher Education: Opportunity Outlook as stated in the Scope of Work above.

- (b) A detailed proposal with a person/hour and staff classification mix to meet the scope of work describing how Vendor intends to accomplish each component of the Scope of Work.
- (c) A detailed budget to perform the Scope of Work.
- (d) A schedule identifying the deliverables to be submitted.
- (e) Identification of any potential conflicts of interest regarding the delivery of services for the scope of work.

B. Organizational Commitment and Capacity -- Bidders shall describe their commitment to addressing the conditions and/or needs identified in this document, including the organizational support that exists for implementing the activities associated with the Initiative. The Bidder should describe its experience with providing technical assistance, serving adult learners, and collaborations with stakeholders as would be required for the Strategic Insights for New Jersey Higher Education: Opportunity Outlook. Additionally, information regarding Bidder's current organizational capacity should be included to evidence an ability to fulfill the requirements set forth in this document.

C. Budget Summary - Bidders shall provide a budget summary detailing the estimated administrative costs of managing the Strategic Insights for New Jersey Higher Education: Opportunity Outlook, a general staffing plan, and timeline. The total proposed budget shall not exceed \$304,000 for the full term of the engagement; bidders must demonstrate cost reasonableness and alignment with the scope of work and clearly itemize budget categories, including labor, travel, data acquisition, and overhead or indirect costs. Bidders shall separately identify and describe any indirect costs included in the proposed budget and provide a clear disclosure of applicable indirect cost rates, including the basis for such rates and the cost elements to which they are applied.

D. Particular consideration will be given to Bidders with a presence in New Jersey. Please provide any information relevant to this consideration.

E. Any other information that uniquely qualifies the Bidder to contract with OSHE for the Strategic Insights for New Jersey Higher Education: Opportunity Outlook.

## 5.2 Additional Information

Bidders need to register with NJSTART.gov. Bidders who are already registered with NJSTART must provide their vendor ID number.

- (a) A copy of a valid New Jersey Business Registration must be submitted by all Bidders. To facilitate proposal evaluation and contract award process, the Bidder shall submit the Business Registration form with the proposal. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: <https://nj.gov/treasury/revenue/gettingregistered.shtml>.
- (b) Pursuant to Public Law 2005, Chapter 51 (Chapter 51), to avoid any appearance that the selection of State Contractors is based on the Contractors' political contributions, State departments, agencies and authorities are precluded from awarding contracts exceeding \$17,500 to vendors who make, or have made, certain political contributions on and after October 15, 2004. Chapter 51 also requires the disclosure of all contributions to any political organization organized under 26 U.S.C.A. 527 that also meets the definition of a continuing political committee within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Bidders shall submit the required certification form(s) and disclosure form(s) with their proposals. Failure to submit such forms and/or failure of such forms to evidence compliance

with Chapter 51 shall be cause for rejection of a Bidder's proposal. Any Bidder selected shall maintain compliance with Chapter 51 during the term of its engagement. The disclosure form can be found at: <https://nj.gov/treasury/purchase/forms.shtml>.

(c) Pursuant to Public Law 2005, Chapter 271 (Chapter 271) Bidders must disclose their (and their principals') political contributions within the immediately preceding twelve (12) month period. No prospective firm will be precluded from being awarded a contract by virtue of the information provided in the Chapter 271 disclosure provided the form is fully and accurately completed. Prior to formal appointment the firm anticipated to be selected will be required to submit Chapter 271 disclosures. To facilitate proposal evaluation and contract award process, the vendor shall submit the Chapter 271 disclosure with the proposal. The disclosure form can be found at: <https://nj.gov/treasury/purchase/forms.shtml>.

Please also be advised of your 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 if your firm receives contracts in excess of \$50,000 from a public entity during a calendar year. It is your firm's responsibility to determine if filing is necessary. Failure to file can result in the imposition of financing penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or <https://www.elec.state.nj.us/>.

(d) In accordance with Public Law 2005, Chapter 92, all services performed pursuant to this RFP shall be performed within the United States of America.

(e) Pursuant to Public Law 1995, Chapter 159, effective January 1, 1998, and notwithstanding the provision of any other law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off 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 subject to 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 thirty (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.

(f) **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the Bidder must certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed

and precise description of such activities. The certification form can be found at: <https://nj.gov/treasury/purchase/forms.shtml>.

(g) A copy of a Disclosure of Investigations and Other Actions Involving the Vendor Form must be submitted by all Bidders. The certification can be found at:

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

(h) The Terms and Conditions set forth in Attachment 1 – OSHE Terms & Conditions, are material terms of any contract resulting from this request.

### **5.3 Cost liability**

OSHE will not be responsible for any expenses in the preparation and/or presentation of the proposals or for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise.

## **6. SPECIAL TERMS & CONDITIONS**

### **6.1 Term**

The term of the Contract entered pursuant to this Request shall be for the Strategic Insights for New Jersey Higher Education: Opportunity Outlook through 15 months from the effective date.

### **6.2 Termination**

Unless otherwise provided herein, OSHE reserves the right to terminate any Contract entered into as a result of this Request provided written notice has been given to Vendor at least thirty (30) days prior to such proposed termination date. At Contract termination, Vendor must cooperate fully with OSHE and the new contracted vendor to enable a smooth transition.

At the end of the Term, Vendor shall remit a report to OSHE providing a full accounting of any monies remaining. Any unexpended monies received from the State shall be returned to the State. Any monies received from private donors shall be applied by Vendor in a manner consistent with State and federal law governing charitable contributions.

### **6.3 Compliance**

Vendor must comply with all local, State and federal laws, rules and regulations applicable to the engagement and to services performed there under.

The Vendor shall submit a data governance and confidentiality protocol that describes data handling practices, access controls, use limitations, and procedures for protecting sensitive institutional and stakeholder information.

The Vendor shall also provide an interview consent and attribution framework outlining consent procedures, attribution standards, and protections for confidential or non-attributable input obtained through stakeholder interviews.

In addition, the Vendor shall document secure data storage standards, including data security measures, retention practices, and protocols for data transfer, access, and disposition consistent with applicable State and federal requirements.

#### **6.4 Contract**

The Contract entered as a result of this RFP will consist of this RFP, addenda to this RFP, OSHE's Standard Terms and Conditions, the Vendor's proposal submitted in response to this RFP, contractual language agreed to by the Vendor and OSHE governing the implementation of the services to be provided, and OSHE's Notice of Intent to Award.

In the event of a conflict between the provisions of this RFP, including the Terms and Conditions, attached hereto as Attachment 1, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the Vendor's proposal and the provisions of this RFP, including the OSHE Terms and Conditions, attached hereto as Attachment 1, and including any addendum to this RFP, the provisions of this RFP and the addendum shall govern.

In the event that it becomes necessary to revise, modify, clarify or otherwise alter the Contract resulting from the RFP, amendments will be in writing signed by an authorized representative of OSHE and an authorized representative of the vendor selected as a result of this RFP.

#### **6.5 Open Public Records Act**

All documents submitted in response to this RFP are subject to disclosure by OSHE as "government records" under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"). A Vendor may assert that specific information is exempted from disclosure under that Act. Vendor will be required to submit a written Commitment to Defend and Indemnify OSHE affirming that they will cooperate in defense of any action filed against OSHE that results from a denial of access based on the requested redactions and/or requests to withhold the documents from release. Upon receiving a request for such information, OSHE will advise Vendor if any such information is not deemed to be exempted. In the cover letter to a proposal, the bidder should clearly state the location within the bid proposal of any information for which the bidder asserts exemption from disclosure under OPRA. OSHE will not honor attempts by bidders or Vendor either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

#### **6.6 News Releases**

Vendor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without OSHE's prior written consent.

#### **6.7 Advertising**

Vendor shall not use OSHE's or the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without obtaining OSHE's prior written consent.

#### **6.8 Licenses & Permits**

Vendor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. Vendor shall supply OSHE 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 Bidder in its proposal.

## **6.9 Claims & Remedies**

### **A. CLAIMS**

All claims asserted against OSHE by Vendor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

### **B. REMEDIES**

Nothing in the Contract awarded pursuant to this RFP shall be construed to be a waiver by OSHE of any warranty, expressed or implied, or of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Secretary of Higher Education of OSHE.

## **6.10 Additional Work and/or Special Projects**

The pricing response in this RFP is intended to be all-inclusive; OSHE anticipates that no additional work or special projects will be necessary. However, OSHE recognizes that changes in federal and state law and regulations over the course of the term of the contract may create additional work required from Vendor.

In the event of additional work and/or special projects, Vendor must present a written proposal to perform the additional work to OSHE. The proposal should provide justification for the necessity of the additional work and the anticipated costs associated with same. The relationship between the additional work and the base contract work must be clearly established by Vendor in its proposal.

Vendor'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 Vendor in Vendor'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 Vendor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

## **6.11 Record Retention**

All records created as a result of this project shall be retained in their original form by Vendor or in other forms agreed to by OSHE for no less than five years after Contract completion, plus any additional period required by federal or state statutes, regulations or guidelines. At the end of a Contract period, Vendor must be prepared to transfer, in a manner specified by OSHE, all records to OSHE or to the successor Contractor as directed by OSHE.

## **6.12 Severability**

In the event that any provision of this RFP or any agreement executed in accordance herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.

### **6.13 Right to Waive**

OSHE reserves the right to (i) cancel this solicitation; (ii) reject any and all responses to this request; (iii) waive any requirements or minor informalities; (iv) modify or amend, with consent of the submitting firm, any statements; (v) request that all respondents submit additional information not covered by the Request for Proposal which, in the view of OSHE, would be germane to its decision; (vi) negotiate the proposal of the potential provider that, in OSHE's sole discretion, will best meet OSHE's needs; and (vii) affect any agreement deemed by OSHE to be in its best interests or in the best interests of the State.

### **6.14 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.

**For comprehensive up-to-date list of State of New Jersey Standard Terms and Conditions:**  
<https://www.state.nj.us/treasury/purchase/forms/StandardTermsandConditions.pdf>