

REQUEST FOR QUOTES

CFO Microlearning Series and Crisis Simulation Training for New Jersey Higher Education Institutions

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

Office of the Secretary of Higher Education
1 John Fitch Way, 10th floor
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Contact: Dannielle.Sesay@oshe.nj.gov

Deadline: May 15th, 2026

Key Dates

RFQ Posted	April 29 th , 2026
Questions Submission Deadline	May 6 th , 2026
Responses to Questions	May 11 th , 2026
Deadline for Submission	May 15 th , 2026
Vendor Notification	May 20 th , 2026

Contact Information:

1. **Agency:** Office of the Secretary of Higher Education (OSHE)
2. **Contact Person:** Dannielle Sesay, *Director of Compliance*
3. **Email:** Dannielle.Sesay@oshe.nj.gov

Submission Instructions for Quotation and Technical Proposal

- **Deadline:** Quotations and technical proposals must be received as by 11:59 AM ET on May 15th, 2026. Late submissions will not be accepted.
- **Submission Method:** Email the quotations and technical proposals as a PDF document to Dannielle Sesay at Dannielle.Sesay@oshe.nj.gov with Compliance@oshe.nj.gov copied.
- **Requirements:** The quotations and technical proposals must be signed, dated, include a primary contact person, and electronic signatures are acceptable. Maximum page length for technical proposals is 30 pages.
- **Questions:** Submit questions by email to Dannielle.Sesay@oshe.nj.gov before 12:00 PM ET on May 6th, 2026, with Compliance@oshe.nj.gov copied. Responses will be provided by 12:00 PM ET on May 11th, 2026.
- **Notification:** Organizations will be notified by email of the award status by May 20th, 2026.

1. PURPOSE AND INTENT

The New Jersey Office of the Secretary of Higher Education (OSHE) is seeking quotations with technical proposals from qualified vendors to design and implement a CFO Micro-Learning Series for Chief Financial Officers at New Jersey's higher education institutions, in compliance with [NJ P.L. 2023, c115](#). The primary goal of this project is to develop comprehensive training that addresses the various financial, organizational, legal, and regulatory challenges that a Chief Financial Officer (CFO) at any independent, proprietary or public institutions of higher education may encounter in the course of their duties. This training is designed to cover critical areas related to an institution's fiscal stability.

This initiative aims to transform training methodologies by adopting a modular, scenario-driven, and practice-aligned approach. By focusing on real-time strategic decision-making, the program targets CFOs and financial leaders at New Jersey's public higher education institutions, equipping them with the needed skills to maintain and enhance institutional fiscal resilience.

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

In the rapidly evolving higher education landscape, Chief Financial Officers (CFOs) play a pivotal role in ensuring institutional sustainability and fiscal resilience. As financial stewards of two- and four-year public colleges and universities, CFOs are tasked with navigating complex financial, organizational, legal, and regulatory environments. While many CFOs hold professional certifications such as Certified Public Accountant (CPA), the unique intricacies of the higher education sector often demand additional industry-specific training.

Higher education institutions face myriad challenges, including fluctuating enrollment, changing government policies, and increasing demands for transparency and accountability. CFOs are critical in addressing these challenges, as they must strategically manage resources, align financial operations with institutional missions, and anticipate potential risks. Their decisions directly impact the fiscal stability and long-term viability of their institutions.

Therefore, specialized training tailored to the higher education context is essential. This targeted approach ensures CFOs are well equipped to manage the sector's distinct financial dynamics, ultimately supporting the mission of delivering quality education while safeguarding institutional integrity and sustainability. This initiative, funded with an annual appropriation of \$100,000, aims to enhance CFOs' fiscal management and governance capabilities to ensure financial stability and accountability within these institutions. By investing in robust CFO training programs, New Jersey's higher education institutions can better prepare their financial leaders to meet present and future challenges head-on.

4. SCOPE OF SERVICES

In accordance with the strategic objectives of the New Jersey Office of the Secretary of Higher Education (OSHE) to enhance the financial leadership capabilities within our public higher education institutions, the Secretary may, from time to time, introduce additional training courses or modules designed specifically for Chief Financial Officers (CFOs). These initiatives aim to equip CFOs with the most up-to-date skills and knowledge to address the unique challenges of the higher education sector.

To achieve these goals, we are arranging for an entity or entities to deliver comprehensive training in two distinct phases. The first phase involves developing and deploying a CFO Microlearning Series to build strategic financial leadership skills. The second phase encompasses a Crisis Simulation Training Workshop designed to immerse CFOs in real-time decision-making scenarios. Together, these phases form a cohesive training program that addresses both foundational knowledge and practical application, ensuring public institutions are led by financially astute, resilient leaders.

4.1 PHASE 1: DESIGN & DELIVERY OF CFO MICROLEARNING SERIES: *Financial Resilience in Higher Education*

- a. **Objective:** Develop a five-part, self-paced microlearning program to build strategic financial leadership skills among NJ public higher ed CFOs.
- b. **Content Design & Storyboarding**
 - i. Define five learning modules: Strategic Budgeting (including liquidity management), Capital Planning & Debt Management, Internal Controls & Governance, Risk Assessment & Scenario Testing, and Transparency & Communication.
 - ii. Write learning objectives, outlines, and scripts.
 - iii. Incorporate equity-aligned language and examples.
- c. **Multimedia Production**
 - i. Record and edit short-form video lessons (5–8 minutes each).
 - ii. Design branded slide decks, infographics, and visuals.
 - iii. Add voice-over narration or animated segments.
- d. **Interactive Tools & Assessments**
 - i. Create downloadable workbooks and fillable tools.
 - ii. Develop mini quizzes, checklists, or decision maps for each module.
- e. **Platform Setup & Delivery**
 - i. Integrate content into SharePoint and the [CLIPS LMS](#)
 - ii. Provide a navigation guide or FAQ document for CFOs.
 - iii. Conduct one live kickoff session (recorded).
 - iv. Provide post-module reflection prompts for CFO group discussions.

4.1.1 PHASE 1 DELIVERABLES

- **Five Complete Modules**
 - **Video Lessons:** Each module will contain short-form video lessons ranging from 5 to 8 minutes, designed to maximize engagement and retention. Videos will be professionally recorded and edited, featuring high-quality visuals, branded slide decks, and clear voice-over narration or animated segments. Content will incorporate equity-aligned language and examples to ensure inclusivity and relevance to the diverse needs of New Jersey's public higher education CFOs.
 - **Workbooks:** Accompanying each video lesson will be a comprehensive workbook, providing downloadable and fillable tools that translate theoretical concepts into practical applications. Workbooks will include exercises, case studies, and reflective prompts to deepen understanding and facilitate real-world application.
 - **Quizzes:** Modules will include mini quizzes that serve as formative assessments, testing comprehension of key concepts, and providing immediate feedback. Quizzes will be designed to challenge CFOs and reinforce learning objectives.
 - **Interactive Tools:** Each module will offer interactive tools such as checklists, decision

maps, or calculators that empower CFOs to apply learned strategies directly to their institutional contexts.

- **One Consolidated "CFO Toolkit" PDF:**
 - The CFO Toolkit will be a comprehensive resource document, consolidating all module materials, tools, and reference guides into a single PDF. It will serve as a practical handbook for CFOs, providing quick access to essential strategies and resources to support ongoing financial leadership and resilience.
- **Hosting and Distribution Guide:**
 - A detailed hosting and distribution guide will be developed to ensure seamless integration of the training program into chosen platforms such as SharePoint, Google Site, or LMS (SCORM - Sharable Content Object Reference Model is optional). The guide will include step-by-step instructions for accessing and navigating the modules, along with an FAQ to address common questions and technical issues. This guide will ensure CFOs have uninterrupted access to the learning resources and can fully leverage the training program's benefits.
- By maintaining high standards of quality and clarity, these deliverables are designed to equip CFOs with the strategic financial leadership skills necessary to sustain and enhance their institutions' fiscal resilience.

4.2 PHASE 2: CRISIS SIMULATION TRAINING: *CFO Crisis Simulation Workshop: Strategic Decision-Making Under Pressure*

- a. **Objective:** Deliver a live, interactive training that immerses CFOs in a financial crisis scenario and challenges them to make real-time decisions using risk-aligned frameworks.
- b. **Scenario Design:**
 - i. Build a fictional institutional profile ("Garden State University").
 - ii. Define key financial indicators: enrollment, reserves, debt coverage, etc.
 - iii. Script 2–3 decision points with pre-defined outcomes.
- c. **Slide & Simulation Development**
 - i. Design a 10–15 slide deck for use in Zoom or Teams.
 - ii. Embed polling tools (Mentimeter or Zoom polls).
 - iii. Include dynamic summary slides that reflect audience choices.
- d. **Facilitation & Moderator Preparation**
 - i. Develop a facilitator guide with prompts, debrief cues, and learning goals.
 - ii. Support one OSHE internal facilitator or bring in an external speaker.
- e. **Integration with OSHE Frameworks**
 - i. Align decisions with FARM indicators and internal control concepts.
 - ii. Debrief includes reference to real compliance tools and metrics.
- f. **Post Execution Delivery**
 - i. Recording with post-session access.
 - ii. Follow-up one-pager: "What Would a CFO Do Next?"

4.2.2 PHASE 2 DELIVERABLES

- **Crisis Simulation Workshop:**
 - **The Crisis Simulation Workshop:** The Crisis Simulation Workshop must be an immersive, live training experience specifically crafted for Chief Financial Officers (CFOs)

of higher education institutions. This workshop is designed to simulate a realistic financial crisis, challenging participants to navigate complex financial and organizational challenges in real time. By engaging with a fictional institutional profile, "Garden State University," CFOs must encounter key financial indicators such as enrollment fluctuations, reserve management, and debt coverage issues that mirror real-world pressures. Throughout the session, participants will face 2–3 critical decision points, each with pre-defined outcomes, requiring them to apply risk-aligned frameworks and strategic thinking. Interactive polling tools will capture participants' decisions, provide dynamic feedback, and foster a collaborative learning environment. The workshop will be facilitated by experienced moderators, using a comprehensive guide that includes prompts, debrief cues, and targeted learning goals.

This workshop must enhance strategic decision-making skills and reinforce the application of FARM indicators and internal control concepts. Participants will leave with a deeper understanding of crisis management strategies and a document with practical tools and resources, including Excel spreadsheet templates, to support ongoing application of the concepts learned. The Crisis Simulation Workshop is a vital component of the broader CFO training initiative, ensuring financial leaders are well prepared to maintain and enhance institutional fiscal resilience in the face of unforeseen challenges.

- **Simulation Deck + Polling Structure:**

- **Simulation Deck:** The simulation deck will consist of 10-15 professionally designed slides tailored for use on virtual platforms like Zoom or Teams. The slides will present a fictional institutional profile ("Garden State University") and key financial indicators, including enrollment, reserves, and debt coverage. Each slide will be crafted to guide participants through the scenario, highlighting decision points and potential outcomes.
- **Polling Structure:** Integrated within the deck will be interactive polling features utilizing tools like Mentimeter or Zoom polls. These polls will engage participants in real-time decision-making, capturing their responses and dynamically reflecting audience choices on summary slides. This interactive element will enhance participant engagement and provide immediate feedback on decision-making strategies.

- **Facilitator Guide:**

- The facilitator guide will be a comprehensive document designed to support the session moderator in delivering an effective and engaging simulation experience. It will include detailed prompts, debrief cues, learning goals, and timing guidelines to ensure a seamless workshop flow. The guide will also offer strategies for managing participant interactions and handling unexpected questions or challenges. It will be crafted to support both OSHE internal facilitators and external speakers, ensuring consistency and quality across sessions.

- **Pre-Session Orientation Slides:**

- These slides will serve as an introductory tool to prepare participants for the simulation experience. The orientation slides will provide an overview of the workshop objectives, outline the structure and expectations, and offer guidance on using the virtual platform's interactive features. The slides will be visually engaging and concise, setting the stage for a productive and immersive session.

- **Takeaway Document with Tools, Including Excel Spreadsheet Tools:**

- The takeaway document will compile all relevant tools and resources discussed during

the simulation into an easily accessible format. It will include Excel spreadsheet tools designed to help CFOs apply the learned frameworks to their institutional contexts. The document will provide clear instructions and examples to facilitate independent use and encourage ongoing application of simulation concepts. This resource will serve as a valuable reference guide for participants, reinforcing the workshop's learning outcomes and supporting continued professional development.

Each deliverable component is crafted to uphold high standards of quality and clarity, ensuring participants gain meaningful insights and practical skills to enhance their strategic decision-making.

4.3 TIMELINE AND STANDARDS

All activities outlined in this document for the CFO Microlearning Series and Crisis Simulation Training must be completed by December 30th, 2026.

The Vendor shall conduct biweekly meetings with the New Jersey Office of the Secretary of Higher Education (OSHE) to discuss any issues requiring resolution and to provide updates on project progress. These meetings will ensure alignment and coordination across all project phases. The Vendor may also be required to collaborate with other partners engaged in related work and to integrate insights from final deliverables of those projects into their own work. Regular reporting of project progress, including key performance metrics and expenditure details, shall be provided to OSHE.

At the project kickoff, the Vendor shall submit an initial work plan that includes a detailed, week-by-week schedule aligned with the proposed timeline and deliverable due dates. The work plan must articulate the Vendor's approach to executing the scope of work, detailing key tasks and subtasks, sequencing of activities, roles and responsibilities, coordination points with OSHE and other partners, data dependencies, and interim milestones. The plan should clearly demonstrate how the proposed activities align with the overall project timeline and deliverables. A finalized work plan, incorporating feedback from OSHE, 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 collaboration with OSHE to define roles, responsibilities, and decision authorities for all project participants. The RACI chart will be treated as a living document, to be made available within the first ninety (90) days of the engagement.

The Vendor is expected to allocate sufficient time for cross-vendor coordination, with monthly meetings anticipated. The RACI chart will identify OSHE's designated authority responsible for resolving any analytic conflicts that may arise across varying project scopes. This approach ensures effective communication and decision-making, facilitating successful project execution within the established timeline and standards.

4.4 DELIVERABLES

Deliverable Name	Description	Due Date
Initial Work Plan	A detailed, week-by-week schedule outlining the Vendor's approach to executing the scope of work, including tasks, subtasks, roles, responsibilities, and coordination points.	May 29, 2026
Module #1	Strategic Budgeting for Institutional Alignment	July 1, 2026
Module #2	Capital Planning & Debt Management	July 22, 2026
Module #3	Internal Controls & Financial Governance	August 12, 2026
Module #4	Financial Risk Assessment & Scenario Testing	September 2, 2026
Module #5	Transparency, Communication & Board Readiness	September 23, 2026

Five Complete Modules	Comprehensive set of training materials, including video lessons, workbooks, quizzes, and interactive tools for the CFO Microlearning Series.	October 7, 2026
Consolidated "CFO Toolkit" PDF	A comprehensive resource document consolidating all module materials, tools, and reference guides into a single PDF for easy access and use by CFOs.	October 14, 2026
Simulation Deck + Polling Structure	A set of slides and integrated polling tools for the Crisis Simulation Workshop, designed to guide participants through interactive decision-making exercises.	November 11, 2026
Facilitator Guide	A comprehensive guide providing prompts, debrief cues, and learning goals to support effective facilitation of the Crisis Simulation Workshop.	November 25, 2026
Pre-Session Orientation Slides	Introductory slides to prepare participants for the simulation experience, outlining objectives, structure, and interactive features.	December 2, 2026
Takeaway Document with Tools	A document compiling all relevant tools and resources from simulation, including Excel spreadsheet tools for practical application.	December 9, 2026
Hosting and Distribution Guide	A detailed guide for integrating and navigating the training program on selected platforms, including FAQs and troubleshooting tips.	December 16, 2026
Crisis Simulation Workshop	An interactive, live training session designed to immerse CFOs in a realistic financial crisis scenario specific to higher education	December 30, 2026

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 delivery.

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 QUOTATION

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:
 - i. Explanation of how the Bidder's services satisfy the requirements of the CFO Microlearning Series and Crisis Simulation Training for New Jersey Higher Education Institutions project as stated in the Scope of Work above.
 - ii. A detailed technical proposal with a person/hour and staff classification mix to meet the scope of work, describing how the Vendor intends to accomplish each component of the Scope of Work.
 - iii. A detailed budget to perform the Scope of Work.
 - iv. A schedule identifying the deliverables to be submitted.
 - v. 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 CFO Microlearning

Series and Crisis Simulation Training for New Jersey Higher Education Institutions project. 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 CFO Microlearning Series and Crisis Simulation Training for New Jersey Higher Education Institutions project, a general staffing plan, and timeline. The total proposed budget shall not exceed \$100,000 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 CFO Microlearning Series and Crisis Simulation Training for New Jersey Higher Education Institutions project.
- f. **Minimum Evaluation Criteria**
Quotations will be evaluated based on the following criteria:
 - Relevant experience and qualifications of the vendor and facilitators. (30 points)
 - Quality and comprehensiveness of the proposed approach. (35 points)
 - Participant engagement and interactive elements. (20 points)
 - Budget and cost-effectiveness. (15 points)Additional consideration may be given to a provider that provides a description of relevant experience developing and delivering training programs for CFOs, particularly in higher education.

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 evaluation of quotations and the contract award process, the Bidder shall submit the Business Registration form with the quotation. 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 quotations and technical 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 submission. 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 evaluation of quotations and the contract award process, the vendor shall submit the Chapter 271 disclosure with the quotation. 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 ELEC imposing financing penalties. 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.
- f. 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.
- g. 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 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>.
- h. A copy of the 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>.
- i. For a comprehensive up-to-date list of State of New Jersey Standard Terms and Conditions: <https://www.state.nj.us/treasury/purchase/forms/StandardTermsandConditions.pdf>

5.2 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.

6.0 SPECIAL TERMS AND CONDITIONS

6.1 TERM

The term of the Contract entered pursuant to this Request shall be for the CFO Microlearning Series and Crisis Simulation Training for New Jersey Higher Education Institutions project through December 31st, 2026

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. Upon contract termination, Vendor must cooperate fully with OSHE and the new contracted vendor to ensure 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 the 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 thereunder.

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 and the Standard Terms and Conditions, the Vendor's quotation 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 Vendor's quotation and the provisions of this RFP, including the Standard Terms and Conditions, the provisions of this RFP and the Standard Terms and Conditions 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 the Vendor if any such information is not deemed to be exempt. In the cover letter to a quotation, the bidder should clearly state the location within the bid quotation of any information for which the bidder asserts exemption from disclosure under OPRA. OSHE will not honor attempts by bidders or the Vendor either to designate their entire bid quotation and technical proposal as proprietary and/or to claim copyright protection for their entire submission or work product.

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 AND PERMITS

Vendor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to fulfil this contract. Vendors 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 quotation.

6.9 CLAIMS AND 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 laws and regulations during the contract term may require additional work from the Vendor. In the event of additional work and/or special projects, Vendor must present a written quotation and technical proposal to perform the additional work to OSHE. The quotation should justify the need for additional work and the anticipated costs. The relationship between the additional work and the base contract work must be clearly established in the Vendor's request.

Vendor's written request must provide a detailed description of the work to be performed, broken down by task and subtask. The request should also include details on the level of effort required to complete the additional work, including hours, labor categories, and related details.

The written request must detail the necessary cost 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 Vendor in the Vendor's original quotation submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm's fixed price should be tied directly to the costs submitted by the Vendor in its original quotation and technical proposal. A payment schedule, tied to the 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 the 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 Quotation which, in the view of OSHE, would be germane to its decision; (vi) negotiate the quotation 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 QUOTATION DISCREPANCIES

In evaluating quotations, 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.